NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 9, 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 – 44)

3. Discuss, consider and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004100	Professional Services	$2,599.00
To	0100-0541-004500	Maintenance Services	$2,599.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Serivces	4,500.00
To	0100.0576.003001	Small Equipment and Tools	4,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0378.0378.004251	Supplies	$30,500.00
To	0378.0378.005742	Voting Equipment	$30,500.00

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

7. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 03/28/2024 for the Williamson County Tax Assessor/Collector.

8. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 04/02/2024 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including 2003 Ingersoll Rand DD-24 Vin #3445.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

12. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

15. Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 February and March 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

16. Discuss, consider and take appropriate action on an Amendment to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 between Williamson County, Texas and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services.

17. Discuss, consider, and take appropriate action on accepting an investment of $95,000 from Petco Love for the Williamson County Regional Animal Shelter.

18. Discuss, consider and take appropriate action on approving # 2024173 Consulting Service Agreement between Williamson County and Viddah Vet TeleHealth Inc for the purchase of vet services for animal health concerns in the amount of $7,200.00 and authorizing the execution of the Agreement.

19. Discuss, consider, and take appropriate action on approving Agreement #2024172 between Williamson County and LexisNexis Risk Solutions for subscription services for $1,550.00, and authorizing the execution of the agreement.

20. Discuss, consider, and take appropriate action on awarding RFP #23RFP82 for the Tax Assessor-Collector Electronic Payment Processing to Grant Street Group, Inc., and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Human Resources Learning Management System under RFP #24RFP52.

22. Discuss, consider, and take appropriate action on authorizing the contract extension of RFP #23RFP58 Flood Modeling System, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Codestream Solutions Pty Ltd (trading as FloodMapp) for the 12-month term of May 23, 2024 - May 23, 2025, and authorizing execution of the renewal agreement.

23. Discuss, consider and take appropriate action on approving Agreement #2024171 between Williamson County and Mythics in the amount $79,234.07, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7) [D Captive replacement parts or components for equipment] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on approving quote #NTVN416 between Williamson County and CDW-G for the amount of $368,094.68 in accordance with TIPS contract #230105 for the annual purchase of an antivirus security solution for county equipment, monitored 24/7/365.

25. Discuss, consider and take appropriate action on approving Proposal #202510 between Mobile Communications America, Inc. and Williamson County for the installation of additional video surveillance at the Round Rock Annex for the amount of $26,708.75, pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the proposal.

26. Discuss, consider and take appropriate action on approving the quote #14452 between Williamson County and Election Systems and Software, LLC (ES&S) for the amount of $20,338.52, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (7) (D) captive replacement parts or components for equipment.

27. Discuss, consider and take appropriate action on authorizing the extension of contract #2023212, Behavior Health Services, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Bizaan Holdings LLC dba Bizaan Behavior Health for the 12-month term of June 6, 2024 - June 5, 2025, and authorizing execution of the renewal agreement.

28. Discuss, consider and take appropriate action on approving the Master Service Agreement #2024156 between Lexipol, LLC. and Williamson County for annual online subscription services in the amount of $1,050.28, and authorizing the execution of the agreement.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Architect and Engineer Design Services for South San Gabriel River Trail Corridor, under #24RFSQ49. Funding source is P653.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for the Emergency Service Operations Center (ESOC) Computer Room Air Conditioning (CRAC) Unit, under RFCSP #24RFCSP51; designating Ramirez-Simon Engineering, LLC., as the Project Engineer, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P609.

31. Discuss, consider, and take appropriate action on approving the Contract for Construction Services #2024167 with Falkenberg Construction Company, Inc., for the Construction of the Williamson County Medic 11 Hallway Door - Covered Walkway for Facilities Management in the amount of $41,995.41, pursuant to Cooperative BuyBoard Contract #581-19, and authorize execution of the agreement.

32. Discuss, consider, and take appropriate action on approving the purchase and service contract #2024170 between Aggieland Construction, LLC and Williamson County for the Refurbishment of the Holly Street- IT Overflow Warehouse, 608 Holly Street, Georgetown, TX, in the amount of $97,470.00, pursuant to Choice Partners – Contract Number #21/039MR-01 and execution of the agreement. Funding Source is P639.

33. Discuss, consider, and take appropriate action on approving the Purchase and Service Agreement #2024168, with Texas AirSystems, LLC., for the Central Maintenance Facility (CMF) HVAC replacement for Facilities Management in the amount of $59,080.00, pursuant to Cooperative Contract #TIPS 22010601, and authorize execution of the agreement.

34. Discuss, consider, and take appropriate action on approving Service Contract, #2024176, with Automated Logic Contracting Services, Inc., for the Installation of HVAC Control System at CJC for Facilities Management in the amount of $41,650.00, pursuant to Cooperative Contract BuyBoard #720.23, and authorize execution of the agreement.

35. Discuss, consider, and take appropriate action on approving Service Contract, #2024177, with Automated Logic Contracting Services, Inc., for the Installation of HVAC Control System at SO/JAIL for Facilities Management in the amount of $54,665.00, pursuant to Cooperative Contract: BuyBoard #720.23, and authorize execution of the agreement.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB General Roadway Cast-in-Place Concrete, under IFB #24IFB50.

37. Discuss, consider, and take appropriate action on approving Contract #2024166, the rental and delivery of 2 Dump Trucks to the Central Maintenance Facility to the Road and Bridge Department, in the amount of $43,160.00 utilizing Omnia cooperative contract 2019000318 and authorize execution of the Rental Agreement with Herc Rentals.

38. Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB22 for CK Newberry LLC in the amount of $75,619.75 for County Road Seal Coat FY23. Funding source: 01.0200.0210.003599.

39. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between Doucet & Associates, Inc. and Williamson County dated March 5, 2024 for On Call Development Services Assistance. Funding source: 01.0200.0210.004100.

40. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $25,000.00 to expire on March 31, 2026 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

41. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 2 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

42. Discuss, consider, and take appropriate action on approving the revised 2023 Road Bond Allocation. On 3/19/2024, the court approved the 2023 Road Bond Allocation, item 75. This allocation has now been revised.

43. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 1) – Precinct 2.

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

REGULAR AGENDA

45. Discuss, consider and take any necessary action to approve a Notice of Relinquishment of Rights Regarding Disposition After Death of deceased (Kebede Bekele) who passed away in Williamson County, Texas.

46. Discuss, consider and take appropriate action on recognizing the award presented by the Texas Center for Judiciary for the "Spotlight on Success" award presented to the Williamson County DWI/Drug Court Program for 2024 Outstanding DWI Court Team.

47. Discuss, consider and take appropriate action on the Texas Association of Governmental Information Technology Managers (TAGITM) Excellence Award presented to the Williamson County IT Department for the Unify Project.

48. Discuss, consider, and take appropriate action on a proclamation naming April 2024 as Child Abuse Prevention and Awareness Month in Williamson County.

49. Discuss, consider and take appropriate action regarding Wellness Updates.

50. 9:30 am Conduct public hearing relating to a request from the District Attorney's (DA) office to transfer additional funding from Non-Departmental or to allow the use of unspent salary dollars within the DA's general fund budget for the position of Felony Prosecutor I and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

51. Discuss, consider, and take appropriate action on additional funding for PCN.0061, Felony Prosecutor I.

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$141.00

53. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$141.00

54. Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and Williamson County and Cities Health District.

55. Discuss, consider, and take appropriate action on approving a Business Associate Agreement between Williamson County and Williamson County and Cities Health District with regard to the Overdose Detection Mapping Application Program.

56. Discuss, consider and take appropriate action on approval of amendment/extension of Services Agreement for Jail Pharmaceutical and Supplies RFP T2585 until April 18, 2025, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services and authorizing execution of the agreements.

57. Discuss, consider, and take appropriate action on awarding RFP #24RFP30 for As-needed HVAC Maintenance and Repair Services to the highest scoring proposers, JM Engineering, LLC as Primary and to 5-F Mechanical Group, Inc., as Backup.

58. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2024178, between Williamson County and 5-F Mechanical Group, Inc., for HVAC and Plumbing Maintenance Services for Facilities Management in the not-to-exceed amount of $500,000.00 pursuant to Cooperative BuyBoard Contract #733-24 and authorize execution of the agreement.

59. Discuss, consider, and take appropriate action regarding Change Order #2 between Williamson County and J.T. Vaughn Construction in the amount of $219,751.14 for additional work to be performed at the Jail Magistrate. Funding Source: P540.

60. Discuss, consider and take appropriate action on awarding IFB #24IFB29 Foam Asphalt Stabilization Roadway and Drainage Improvements to Dan Williams Company in the not-to-exceed amount of $1,295,908.25 and authorize execution of the agreement.

61. Discuss, consider and take appropriate action on awarding IFB #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 to Joe Bland Construction, LP in the not-to-exceed amount of $1,058,999.75 and authorize execution of the agreement. The funding source is P641.

62. Discuss, consider, and take appropriate action on awarding IFB #24IFB33 Construction of Bud Stockton at FM 487 Traffic Signal with Austin Traffic Signal Construction Co. Inc. (ATS) in the not-to-exceed amount of $553,983.00 and authorize execution of the agreement. Funding source is Road Bond P307.

63. Discuss, consider, and take appropriate action on the Corridor A2 Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2023 Road Bond funds.

64. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $118,900.00 to expire on March 31, 2026 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Best Fit Roadway Centerline Alignment Various County Roads Throughout Williamson County. Funding source: 01.0200.0210.004150.

65. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Pond Springs Road Extension design contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program.
Project: P309 Fund Source: Road Bonds

66. Discuss, consider and take appropriate action on an Amendment No. 2 Grant Agreement with Texas Water Development Board (TWDB) for the Atlas 14 Floodplain Mapping Study. Project Number: P583 Funding Source: LRTP/CIP

67. Discuss, consider and take appropriate action on a letter agreement with JBS Holdings, LP for a PEC Electric Easement needed on the Bagdad Rd. @ CR 279 project (Parcels 20/22). Funding Source: Road Bonds P343

68. Discuss, consider and take appropriate action on a real estate contract with North Vista Ranch LLC for 0.137 AC and 0.105 AC needed as right of way on the CR 255 project (Parcels 21/21A). Funding Source: TANS P588

69. Discuss, consider and take appropriate action on a relocation claim for actual moving expenses with the tenant on parcel 221, which was required to relocate due to the right of way acquisition on the Hero Way /RM 2243 Project. Funding Source: Road Bond P326

70. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Liberty Hill Regarding the City/County Participation in the Design, Construction Costs and Right of Way Related to the Ronald Reagan Boulevard Widening Project. Road Bonds P336

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)."

71. 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

72. 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 Mellencamp
b) Project Glee
c) Project Skyfall
d) Project Stamper
e) Project Soul Train
f) Project Dragon
g) Project School Bus

73. 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
20. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

74. 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).

75. 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).

76. 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)

77. Discuss and take appropriate action concerning economic development.

78. Discuss and take appropriate action concerning real estate.

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

a. General:

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

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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
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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
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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

20. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B

d. Claims:

1. Claim No. 07192023-560-109 - auto liability claim by Edge Electric, Inc. for incident occurring on or about 7/19/2023

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.

80. 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.

81. Comments from Commissioners.

82. 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 5th day of April 2024 at 3:30 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: 04/09/2024

Line Item Transfer for Emergency Management

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Discuss, consider and take appropriate action on a line item transfer for Emergency Management to cover the cost of FloodMapp annual maintenance renewal. OEM budgeted for the funds. However, OEM will need additional dollars to cover the cost. This line item transfer in the amount of $2,599.00 from 0100-0541-004100 (Professional Services) to 0100-0541-004500 (Maintenance Contract) will allow us to cover the cost for annual maintenance. Invoice included.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004100	Professional Services	$2,599.00
To	0100-0541-004500	Maintenance Services	$2,599.00

Attachments

FloodMapp Invoice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:53 AM
Budget Office	Saira Hernandez	04/04/2024 09:33 AM
Form Started By: Shantelle Brannon		Started On: 04/02/2024 10:52 AM
Final Approval Date: 04/04/2024		



Codestream Solutions Pty Ltd T/A FloodMapp

$150,696.00 USD

Due 18 Apr 2024

Invoice #: INV-0124

View Invoice

Hi Shantelle,

Here's invoice INV-0124 for USD 150,696.00.

The amount outstanding is due on 18 April 2024.

View your bill online:
https://in.xero.com/7n7QKmdFjUzx6ypYWL0yaqCI79CT73eTvWTtFxFQ

From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.

Thanks,
Codestream Solutions Pty Ltd T/A FloodMapp
accounts@floodmapp.com

Description	Amount
FloodMapp ForeCast - Licence (May 24, 2024 - May 23, 2025)	82,800.00
FloodMapp NowCast - Licence (May 24, 2024 - May 23, 2025)	36,432.00
FloodMapp PostCast - Licence (May 24, 2024 - May 23, 2025)	31,464.00
Subtotal	**150,696.00**
GST	0.00
Amount Paid	0.00
Amount Due	USD**150,696.00**

View Invoice

Commissioners Court - Regular Session **4.**

Meeting Date: 04/09/2024

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Residential Services to Small Equipment and Tools for $4,500.00 in order to purchase a walk-through metal detector. This metal detector will be used at an entrance to the facility to enhance the safety and security of staff and the youth(s) in our care.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Serivces	4,500.00
To	0100.0576.003001	Small Equipment and Tools	4,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:22 AM
Budget Office	Saira Hernandez	04/04/2024 09:33 AM
Form Started By: Denise Carlson		Started On: 04/02/2024 02:31 PM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 04/09/2024

Line Item Transfer

Submitted For: Bridgette Escobedo **Submitted By:** Judith Ritchie, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer of $30,500.00 for the new Balotar equipment and licenses from vendor ES&S.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0378.0378.004251	Supplies	$30,500.00
To	0378.0378.005742	Voting Equipment	$30,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 01:09 PM
Budget Office	Saira Hernandez	04/04/2024 02:16 PM
Form Started By: Judith Ritchie		Started On: 04/04/2024 11:45 AM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 04/09/2024

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 title changes, position grade changes, and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	04/04/2024 08:20 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:14 AM
Form Started By: Kayla Marek		Started On: 04/03/2024 05:08 PM
Final Approval Date: 04/04/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk Archives	Deputy County Clerk.0660.001100.	16867	$41,122.00	$1,644.88	4.00	$42,766.88	-	MERIT	12-Apr-24
Facilities Management	Fire System Specialist.2122.001100.	16760	$48,047.92	$1,921.92	4.00	$49,969.84	-	MERIT	12-Apr-24
Facilities Management	Senior Contract Coordinator.2038.001100.	16308	$71,079.06	$1,777.10	2.50	$72,856.16	-	MERIT	12-Apr-24

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0384	0384	001100	1,644.88	
01	0384	0384	001130		1,644.88
01	0100	0509	001100	3,699.02	
01	0100	0509	001130		3,699.02

Commissioners Court - Regular Session **7.**

Meeting Date: 04/09/2024

Property Tax Refunds – Over 2500 – Thru 03/28/2024

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 through 03/28/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

031524-032824 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:45 AM
Form Started By: Renee Clark		Started On: 03/28/2024 10:30 AM
Final Approval Date: 04/02/2024		

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: March 28, 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.

Property Tax
Account QuickReport
As of March 28, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/22/2024	103248	CORELOGIC TAX SERVICES, LLC	R557703 - Overpayment	-53,284.69
Total Refunds Payable - Taxpayers					-53,284.69
TOTAL					**-53,284.69**

Commissioners Court - Regular Session **8.**

Meeting Date: 04/09/2024

Property Tax Refunds – Over 2500 – Thru 04/02/2024

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 through 04/02/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

032924-040224 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:54 AM
Form Started By: Renee Clark		Started On: 04/02/2024 11:50 AM
Final Approval Date: 04/02/2024		

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: April 2, 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.

Property Tax
Account QuickReport
As of April 2, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	03/28/2024	103264	ABU & HARRIET MARMAH	R593925 - Double payment	-3,741.83
Total Refunds Payable - Taxpayers					-3,741.83
TOTAL					**-3,741.83**

Commissioners Court - Regular Session **9.**

Meeting Date: 04/09/2024

VSC Assets for Auction 04.09

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including 2003 Ingersoll Rand DD-24 Vin #3445.

Background

Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:24 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:18 PM
Form Started By: Misty Brooks		Started On: 03/21/2024 08:20 AM
Final Approval Date: 04/03/2024		

County VIN/Serial Number	173445
Make	Ingersoll Rand
License Plate	NA
Year	2003
Model	DD-24
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	PG0318
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Unit is inoperable and has been replaced.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	4/9/2024
VSC Review	
Department	510 - Parks
Receiving Department	
Short VIN	
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Keith Geer 2/20/2024 1:44 PM
Receiving Department Signature	✖
Budget Office Signature Acknowledgement	✖
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/19/2024 9:35 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 3/20/2024 11:02 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 3/20/2024 11:06 AM
Purchasing Department Signature	✔ Misty Brooks 3/21/2024 8:16 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	65
Version	8.0
Attachments	False
Created	1/26/2024 3:17 PM
Created By	Andy Bowerman
Modified	3/21/2024 8:16 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session **10.**

Meeting Date: 04/09/2024

Assets for Trade In Monthly Report 04.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

Background

Please see the attached list for details. Items are being traded in on purchase with GT Distributors.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March Assets Trade-In Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:48 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:21 AM
Form Started By: Misty Brooks		Started On: 03/05/2024 02:10 PM
Final Approval Date: 04/04/2024		

"March 2024	Monthly Report	**Court Date:**	04.09.24
Williamson County - Assets for Trade-In		**Agenda #:**	33785
Item	**Serial Number**	**Quantity**	**Department**
Bushmaster XM15-E2S rifle	**L493220**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L433225	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L303332**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L344558	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L493244**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L291975	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L493573**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L231208	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L346112**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L223061	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L494172**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L493444	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L303369**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L344272	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L342640**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L346592	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L228221**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L342618	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L228021**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L344253	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L346599**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L493601	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L346126**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L228272	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L432810**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L342590	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L494351**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L344584	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L288012**	1	Sheriff's Office
Bushmaster XM15-E2S rifle	L346991	1	Sheriff's Office
Bushmaster XM15-E2S rifle	**L493489**	1	Sheriff's Office
Armalite M15A2	US102287	1	Sheriff's Office
Armalite M15A2	**US102276**	1	Sheriff's Office
Armalite M15A2	US102297	1	Sheriff's Office
Armalite M15A2	**US102295**	1	Sheriff's Office
Armalite M15A2	US102257	1	Sheriff's Office
Armalite M15A2	**US102264**	1	Sheriff's Office
Armalite M15A2	US102280	1	Sheriff's Office
Armalite M15A2	**US102286**	1	Sheriff's Office
Armalite M15A2	US102278	1	Sheriff's Office
Armalite M15A2	**US102263**	1	Sheriff's Office
Armalite M15A2	US102284	1	Sheriff's Office
Armalite M15A2	**US102288**	1	Sheriff's Office
Armalite M15A2	US102253	1	Sheriff's Office

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 27-02-2024
Disposal Method:	TRADE-IN for new assets of similar type for the county
Item(s) Category:	Other
1. Quantity (Mandatory):	31
1. Description:	Bushmaster XM15-E2S rifle
1. Manufacturer ID #:	See attached list
1. Oracle Asset #:	48773, 43409, 37105, 39598, 48771, 37100, 48782, 37096, 38793, 48781, 48780, 37107, 39602, 39601, 38799, 39599, 39604, 38801, 48784, 38795, 43407, 39605, 48787, 39600, 38807, 48778
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	13
2. Description:	Armalite M15A2 rifle
2. Manufacturer ID #:	See attached list
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	John Kidwell
Transferring Dept. Contact Ph#:	512-948-2786
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 2/28/2024 12:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Trade-in
Court Date:	4/9/2024
Agenda Item:	33785

Asset Status Change

Williamson County Sheriff's Office

Rifle Information

44 Rifles total

Bushmaster XM15-E2S S/N# L493220 WCSO# 02077/01502

Bushmaster XM15-E2S S/N# L433225 WCSO# none

Bushmaster XM15-E2S S/N# L303332 WCSO# 00681

Bushmaster XM15-E2S S/N# L344558 WCSO# 00006

Bushmaster XM15-E2S S/N# L493244 WCSO# 02075

Bushmaster XM15-E2S S/N# L291975 WCSO# 00488

Bushmaster XM15-E2S S/N# L493573 WCSO# 02086

Bushmaster XM15-E2S S/N# L231208 WCSO# 01030

Bushmaster XM15-E2S S/N# L346112 WCSO# 00368

Bushmaster XM15-E2S S/N# L223061 WCSO# 00700

Bushmaster XM15-E2S S/N# L494172 WCSO# 02085

Bushmaster XM15-E2S S/N# L493444 WCSO# 02084

Bushmaster XM15-E2S S/N# L303369 WCSO# 04612

Bushmaster XM15-E2S S/N# L344272 WCSO# none

Bushmaster XM15-E2S S/N# L342640 WCSO# 00012

Bushmaster XM15-E2S S/N# L346592 WCSO# 00084

Bushmaster XM15-E2S S/N# L228221 WCSO# 01026

Bushmaster XM15-E2S S/N# L342618 WCSO# 00003

Bushmaster XM15-E2S S/N# L228021 WCSO# 00677

Bushmaster XM15-E2S S/N# L344253 WCSO# 00008

Bushmaster XM15-E2S S/N# L346599 WCSO# 00928

Bushmaster XM15-E2S S/N# L493601 WCSO# 02088

Bushmaster XM15-E2S S/N# L346126 WCSO# none

Bushmaster XM15-E2S S/N# L228272 WCSO# none

Bushmaster XM15-E2S S/N# L432810 WCSO# 01292

Bushmaster XM15-E2S S/N# L342590 WCSO# none

Bushmaster XM15-E2S S/N# L494351 WCSO# 02094

Bushmaster XM15-E2S S/N# L344584 WCSO# 00005

Bushmaster XM15-E2S S/N# L288012 WCSO# 00710

Bushmaster XM15-E2S S/N# L346991 WCSO# 01223

Bushmaster XM15-E2S S/N# L493489 WCSO# 02082

Armalite M15A2 S/N# US102287 WCSO#01616

Armalite M15A2 S/N# US102276 WCSO#00077

Armalite M15A2 S/N# US102297 WCSO#02405

Armalite M15A2 S/N# US102295 WCSO#00075

Armalite M15A2 S/N# US102257 WCSO#00945

Armalite M15A2 S/N# US102264 WCSO#01347

Armalite M15A2 S/N# US102280 WCSO#00074

Armalite M15A2 S/N# US102286 WCSO#00076

Armalite M15A2 S/N# US102278 WCSO#00078

Armalite M15A2 S/N# US102263 WCSO#02026

Armalite M15A2 S/N# US102284 WCSO#01069

Armalite M15A2 S/N# US102288 WCSO#01352

Armalite M15A2 S/N# US102253 WCSO#01330

Commissioners Court - Regular Session **11.**

Meeting Date: 04/09/2024

Assets for Auction Monthly Report 04.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March Assets Auction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:23 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:17 PM
Form Started By: Misty Brooks		Started On: 03/05/2024 02:12 PM
Final Approval Date: 04/03/2024		

*March 2024	Monthly Report	**Court Date:**	04.09.24
Williamson County - Assets for Auction		**Agenda #:**	33786
Item	**Serial Number**	**Quantity**	**Department**
HP Color Laser Jet M479 FDW	MXBCN1S0JG	1	911 Communications
HP LASERJET ENTERPRISE M506DN PRINTER	JPBDS10437	1	911 Communications
HP Laserjet Pro 400 M401 Dn	VNG3B01337	1	911 Communications
HP LASERJET M507DN PRINTER	PHBCM8X223	1	911 Communications
DELL OPTIPLEX 7060	7Z1YNX2	1	911 Communications
DELL OPTIPLEX 7060	7Z1VNX2	1	911 Communications
DELL OPTIPLEX 7060	CL3VNX2	1	911 Communications
Shark Navigator Freestyle Vacuum		1	911 Communications
Box of miscellaneous cables, keyboards, mice, ipad cases		1	911 Communications
Pelican 1780 Case		1	911 Communications
DELL PRECISION 3630 TOWER	15BRG13	1	911 Communications
DELL PRECISION 3630 TOWER	15BQG13	1	911 Communications
DELL PRECISION 3630 TOWER	15BSG13	1	911 Communications
DELL PRECISION 3630 TOWER	15CD613	1	911 Communications
DELL PRECISION 3630 TOWER	15BG613	1	911 Communications
DELL PRECISION 3630 TOWER	15BF613	1	911 Communications
DELL PRECISION 3630 TOWER	15BJ613	1	911 Communications
DELL PRECISION 3630 TOWER	15CC613	1	911 Communications
Box of miscellaneous computer wires, and keyboards		1	911 Communications

Dell Latitude 5501	683YYY2	1	Building Maintenance
Dell Latitude 5501	H53YYY2	1	Building Maintenance
Dell Latitude 5501	C0JHQ13	1	Building Maintenance
Dell Latitude 5501	FZKJM33	1	Building Maintenance
Dell Latitude 5501	4X9YXY2	1	Building Maintenance
Dell Latitude 5501	2V8YY2	1	Building Maintenance
Dell Latitude 5401	6KLBM33	1	Building Maintenance
Dell Latitude 5300 2-IN-1	9PPXQT2	1	Building Maintenance
48" lcd tv	l5520rgb	1	Building Maintenance
Wheel grinder	HG-6a(1001195)	1	Building Maintenance
Magnifier/light		1	Building Maintenance
Anvil		1	Building Maintenance
HVAC flex tubing 10in		1	Building Maintenance
LB 15x15 HVAC wheel 1in bore	whl-A15-15a 05306473M	1	Building Maintenance
Revolv Evaporator Coil	1854m4a	1	Building Maintenance
Web office chair		1	Building Maintenance
Leather office chair		1	Building Maintenance
Light Fixture 2BLT4 40L ADSM	LP835	87	Building Maintenance
Carrier Motor 1.25 HP 3 phase 850 rpm	HD52AR466	1	Building Maintenance
Dayton Ceiling exhaust Ventilator	60ku30	1	Building Maintenance
US motors 1/20 HP, 1 phase, 1550 rpm	k48HXMTY-1245	2	Building Maintenance
Dayton Motor 10 HP, 3 Phase, 1770 rpm	2MXV4B	1	Building Maintenance
Latitude 5501	GB4YXY2	1	Building Maintenance

1/4" corkboard-48"x60' rolls		2	Building Maintenance
portable stairs-3 steps		1	Building Maintenance
Paint sprayers		2	Building Maintenance
Sand Stone Blocks		4	Building Maintenance
Dell Latitude 5501	FJXKM33	1	Constables 1
Dell Latituder 5501	FQXKM33	1	Constables 1
CF-33 Desk Port Replicators	8ATSA01895	1	Constables 3
CF-33 Desk Port Replicators	8ATSA01892	1	Constables 3
CF-33 Desk Port Replicators	8ATSA01890	1	Constables 3
CF-33 Desk Port Replicators	8ATSA01891	1	Constables 3
CF-33 Desk Port Replicators	8ATSA01904	1	Constables 3
CF-33 Desk Port Replicators	8KTSA05721	1	Constables 3
CF-33 Desk Port Replicators	6FTSB24658	1	Constables 3
Dell Monitor	49VT9F2	1	Constables 3
Dell Monitor	J9VT9F2	1	Constables 3
Dell Latitude 5300 2in1	FY5LQT2	1	County Attorney
Dell Latitude 5300 2in1	GZ5LQT2	1	County Attorney
Dell Latitude 5300 2in1	9Y5LQT2	1	County Attorney
Dell Latitude 5300 2in1	BY5LQT2	1	County Attorney
Dell Latitude 5300 2in1	DY5LQT2	1	County Attorney
Dell Latitude 5300 2in1	8Y5LQT2	1	County Attorney
Dell Latitude 5300 2in1	GY5LQT2	1	County Attorney
Dell Latitude 5300 2in1	5Z5LQT2	1	County Attorney
Dell Latitude 5300 2in1	JZ5LQT2	1	County Attorney
Dell Latitude 5300 2in1	CZ5LQT2	1	County Attorney
Dell Latitude 5300 2in1	6Y5LQT2	1	County Attorney
Dell Latitude 5300 2in1	BZ5LQT2	1	County Attorney
Dell Latitude 5300 2in1	DZ5LQT2	1	County Attorney

Dell Latitude 5300 2in1	7Z5LQT2	1	County Attorney
Dell Latitude 5300 2in1	HZ5LQT2	1	County Attorney
Dell Latitude 5300 2in1	1Z5LQT2	1	County Attorney
Dell Latitude 5300 2in1	7Y5LQT2	1	County Attorney
Dell Latitude 5300 2in1	2Z5LQT2	1	County Attorney
Dell Latitude 5300 2in1	3Z5LQT2	1	County Attorney
Dell Latitude 5300 2in1	9Z5LQT2	1	County Attorney
HP Color LaserJet Enterprise M555	JPBCQBHOCZ	1	County Attorney
HP LASERJET 400 MFP M425	CNF8H500X8	1	County Treasurer
DELL D11 CPU	4ML1DD2	1	County Treasurer
DELL MONITOR	CN-OVHPX3-74445-19K-AC3U	1	County Treasurer
LATITUDE 5500	GGP80R2	1	CSCD-State Purchased
LATITUDE 5501	707NM33	1	CSCD-State Purchased
LATITUDE 5511	BGS18G3	1	CSCD-State Purchased
LATITUDE 5501	FF9NM33	1	CSCD-State Purchased
LATITUDE 5511	GTCK7C3	1	CSCD-State Purchased
desk and hutch		1	Elections
Bookshelf		2	Elections
Tall File Cabinet		1	Elections
brown desk		1	Elections
desk		1	Elections
Newport HT70 Ventilator w/ supplies	HT7P200361	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200513	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200506	1	Emergency Med Services

Newport HT70 Ventilator w/ supplies	HT7P200516	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200517	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200353	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200492	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200490	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200357	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200355	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200345	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT720411612	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200518	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200504	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200362	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200344	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200511	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200500	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200457	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT7P200498	1	Emergency Med Services
Newport HT70 Ventilator w/ supplies	HT721010672	1	Emergency Med Services

Newport HT70 Ventilator w/ supplies	HT7P200358	1	Emergency Med Services
AV Cart		1	Emergency Med Services
Yamaha Mixer	QP01964	1	Emergency Med Services
Pyramid 330A Amplifier	FL 000000237	1	Emergency Med Services
JVC 3CCD video recoreder		1	Emergency Med Services
misc AV cables/parts		1	Emergency Med Services
LG 32" TV	207RMXX40930	1	Emergency Services Dept
LG 32" TV	207RMUY40926	1	Emergency Services Dept
LG 32" TV	208RMUYBR014	1	Emergency Services Dept
LG 32" TV	207RMVBCU551	1	Emergency Services Dept
LG 32" TV	207RMZL40917	1	Emergency Services Dept
LG 32" TV	207RMMD40803	1	Emergency Services Dept
LG 32" TV	207RMENCU540	1	Emergency Services Dept
LG 32" TV	208RMRHBR070	1	Emergency Services Dept
LG 32" TV	208RMHRBR073	1	Emergency Services Dept
LG 32" TV	207RMBWCU549	1	Emergency Services Dept
LG 32" TV	207RMSSCU534	1	Emergency Services Dept
LG 32" TV	207RMNE40903	1	Emergency Services Dept
LG 32" TV	208RMPGBR072	1	Emergency Services Dept
LG 32" TV	208RMCJBQ875	1	Emergency Services Dept
LG 32" TV	208RMENBQ884	1	Emergency Services Dept
LG 32" TV	207RMZLCU533	1	Emergency Services Dept
LG 32" TV	207RMQKCU532	1	Emergency Services Dept
LG 32" TV	207RMJFCU548	1	Emergency Services Dept

LG 32" TV	208RMKUBR013	1	Emergency Services Dept
Samsung 32" TV	Z4MT3CSF600796T	1	Emergency Services Dept
Samsung 32" TV	Z4MT3CSF600900Y	1	Emergency Services Dept
LG 42" TV	207RMUYBS422	1	Emergency Services Dept
LG 42" TV	207RMNEBS423	1	Emergency Services Dept
LG 42" TV	207RMFPBS235	1	Emergency Services Dept
LG 47" TV	207RMGC2D935	1	Emergency Services Dept
LG 47" TV	302RMXX98018	1	Emergency Services Dept
LG 55" TV	211RMKU8K653	1	Emergency Services Dept
LG 55" TV	211RMHR8M049	1	Emergency Services Dept
LG 55" TV	211RMPG8M048	1	Emergency Services Dept
LG 55" TV	211RMVB8M047	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100360	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100112	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100110	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100320	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100274	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100319	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100321	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100281	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100233	1	Emergency Services Dept

FURMAN AC POWER CONDITIONER	2824124100368	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100367	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	282412400217	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100366	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100272	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100275	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100276	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100234	1	Emergency Services Dept
TV MOUNTS		APPROX. 30	Emergency Services Dept
MISC CABLES, COMPONENTS AND BOXES		30	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100113	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100359	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100277	1	Emergency Services Dept
FURMAN AC POWER CONDITIONER	2824124100363	1	Emergency Services Dept
LG 47" TV	207RMFP2D923	1	Emergency Services Dept
LG 47" TV	207RMLM2D984	1	Emergency Services Dept
LG 47" TV	207RMRH2D926	1	Emergency Services Dept
LG 47" TV	207RMMD2D987	1	Emergency Services Dept
LG 47" TV	207RMDZ2D986	1	Emergency Services Dept

LG 47" TV	207RMEN2D988	1	Emergency Services Dept
Panasonic Projectors	SH2566029	1	Emergency Services Dept
Panasonic Projectors	SH2566033	1	Emergency Services Dept
Panasonic Projectors	SH2566002	1	Emergency Services Dept
Sony Projector	5000760	1	Emergency Services Dept
Miscellaneous mounts, brackets and hardware		10	Emergency Services Dept
Optiplex 7020	5R67V52	1	Fleet Services
Optiplex 7020	5R66V52	1	Fleet Services
LATITUDE 5501	2T4NM33	1	Health District-State Purchased
LATITUDE 5501	JXGF1Z2	1	Health District-State Purchased
LATITUDE 5511	FJNJ063	1	Health District-State Purchased
LATITUDE 5590	J282RQ2	1	Health District-State Purchased
LATITUDE 5501	4XZG1Z2	1	Health District-State Purchased
LATITUDE 5501	6SMNM33	1	Health District-State Purchased
LATITUDE 5511	FYB8S73	1	Health District-State Purchased
LATITUDE 5501	1R6NM33	1	Health District-State Purchased
LATITUDE 5500	D1P80R2	1	Health District-State Purchased
LATITUDE 5590	JWJ1RQ2	1	Health District-State Purchased
OPTIPLEX 7070	3NWY9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NXS9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NVV9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NXX9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NVY9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NWT9Z2	1	Health District-State Purchased

OPTIPLEX 7070	3NVT9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NX1BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NW2BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NVW9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NV1BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NVX9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NWX9Z2	1	Health District-State Purchased
OPTIPLEX 7070	DRRD4Z2	1	Health District-State Purchased
OPTIPLEX 7070	DQSC4Z2	1	Health District-State Purchased
OPTIPLEX 7070	FXCM4Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NWW9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NY0BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NXW9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NW1BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NWV9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NW0BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NXV9Z2	1	Health District-State Purchased
OPTIPLEX 7070	DNZD4Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NXY9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NWZ9Z2	1	Health District-State Purchased
OPTIPLEX 7070	3NV0BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NX0BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NV2BZ2	1	Health District-State Purchased
OPTIPLEX 7070	3NVZ9Z2	1	Health District-State Purchased
OPTIPLEX 745	8D7N6D1	1	Health District-State Purchased

OPTIPLEX 9030	8582B42	1	Health District-State Purchased
DELL DIMENSION XPS T450	543AY	1	Health District-State Purchased
DELL MONITOR	E77SP	1	Health District-State Purchased
DELL MONITOR	828F1	1	Health District-State Purchased
SAMSUNG TV RCVR	VM3105	1	Health District-State Purchased
OPTIPLEX 7070	3NXT9Z2	1	Health District-State Purchased
LATITUDE 5500	GCGTYW2	1	Health District-State Purchased
LATITUDE 5500	BFP80R2	1	Health District-State Purchased
LATITUDE 5501	7T991Z2	1	Health District-State Purchased
LATITUDE 5500	7GP80R2	1	Health District-State Purchased
OPTIPLEX 7010	GQVWDX1	1	Health District-State Purchased
OPTIPLEX 7010	C28XG02	1	Health District-State Purchased
OPTIPLEX 790	6KDTVV1	1	Health District-State Purchased
OPTIPLEX 7040	2ZDKQ02	1	Health District-State Purchased
OPTIPLEX 790	6VY54V1	1	Health District-State Purchased
Computer Monitors		9	Health District-State Purchased
Power strip		1	Health District-State Purchased
Wired Keyboard		1	Health District-State Purchased
Wired Mouse		1	Health District-State Purchased
Rolling Computer Table		1	Health District-State Purchased
Centrifuge		1	Health District-State Purchased
Large desk		1	Health District-State Purchased
LATITUDE 5501	CPS1X33	1	Health District-State Purchased
LATITUDE 5501	GZK1X33	1	Health District-State Purchased
LATITUDE 5501	BS6HW33	1	Health District-State Purchased

LATITUDE 5511	BKNJ063	1	Health District-State Purchased
Dell Latitude 5501	2NG4X33	1	Health District-State Purchased
LATITUDE 5501	JQ22X33	1	Health District-State Purchased
PRECISION 3551	GVZGN53	1	Health District-State Purchased
LATITUDE 5531	1KB7SL3	1	Health District-State Purchased
OPTIPLEX 790	6NC9MS1	1	Health District-State Purchased
OPTIPLEX 7010	C281H02	1	Health District-State Purchased
OPTIPLEX 7070	7WT9PY2	1	Health District-State Purchased
OPTIPLEX 7060	J8J8KQ2	1	Health District-State Purchased
OPTIPLEX 790	H46LMS1	1	Health District-State Purchased
OPTIPLEX 7060	J9J0Q52	1	Health District-State Purchased
Dell Latitude 5511	J4DBN53	1	Health District-State Purchased
Dell Latitude 5300	FRNSLW2	1	Information Systems
Dell Precision 3551	9643P53	1	Information Systems
Dell dock	J462Z63	1	Information Systems
wireless keyboards		2	Information Systems
Dell Latitude 5501	HFZWXY2	1	Information Systems
Panasonic Network Cameras		148	Information Systems
Fire TV 43" Model K24NE5	B08SWD2SCK	1	Information Systems
Dell Latitude 5480	7MQR8H2	1	Information Systems
LAPTOP	98JHXZ2	1	Justice of the Peace 1
LAPTOP	FBJHXZ2	1	Justice of the Peace 1
MONITOR	GQCXJ02	1	Justice of the Peace 1
MONITOR	CNOKW14V	1	Justice of the Peace 1
MONITOR	QW5HWR	1	Justice of the Peace 1
L SHAPED DESK		1	Justice of the Peace 2

Hon 4 Drawer Black File Cabinet (Letter size width)	3RJ4AN	1	Juvenile Services
Hon 4 Drawer Black File Cabinet (Legal size width)	C0LBJ3	1	Juvenile Services
Hon-File Cabinet 4 Drawer		10	Juvenile Services
Steel-File Cabinet 2 Drawer		1	Juvenile Services
Steelcase-File Cabinet 5 Drawer		2	Juvenile Services
Dell laptop, Latitude 5501	F5QR3Z2	1	Parks
Monitor 27", Dell	34NGV13	1	Parks
Monitor 27", AOC	HKSE6JA007075	1	Parks
Dell laptop, Latitude 5501	554KM33	1	Parks
Dell laptop, Latitude 5501	B9BBW33	1	Parks
Dell laptop, Latitude 5501	164KM33	1	Parks
Dell 24" monitor	7V8DVL2	1	Parks
Acer 24" monitor	ETLQQ0C005124081D04010	1	Parks
Dell 24" monitor	3WJH1L2	1	Parks
keyboards and mouse Dell wireless		1	Parks
Logitech keyboard wired and Dell mouse wired		1	Parks
Dell laptop, Latitude 5501	JLXKM33	1	Parks
Dell 24" monitor	5DCW343	1	Parks
Dell Desktop, Optiplex 7070	8387F33	1	Parks
Dell 16" Monitor	CN-0PBGRC-74445-535-816L	1	Parks
ELO computer		1	Parks
Dell Laptop Latitude 5501	7HXKM33	1	Parks
Dell desktop OptiPlex	5C501T2	1	Parks
Dell Laptop Latitude 5501	8HYJM33	1	Parks
Dell Laptop Latitude 5511	58CF793	1	Parks

Dell Monitor 20"	CN-ODTOPH-74261-3BE-OHGU	1	Parks
Dell Laptop Latitude E 7470	8Z40GC2	1	Parks
Dell Latitude 5580 Laptop	6YV3QH2	1	Parks
FERTILIZER SPREADER-ARMSTRONG 3 POINT PVC	R2739	1	Parks
AERATOR-TORO, 687 & BP18008	230000147	1	Parks
BICYCLE-ROADMASTER		1	Parks
BICYCLE-TREK		1	Parks
BICYCLE-MONGOOSE		1	Parks
CHAINSAW-STIHL 25", MS-362C	504078888	1	Parks
SCRAP METAL		3	Parks
MOSCO GLARE CONTROL Z-LAMP TM MH LAMP		28	Parks
Receipt Printer, Star Micronics	2400115030604960	1	Parks
Cash Drawer. MMF, Printer Driven	P161553	1	Parks
Talets, ASUS, ZenPad10		3	Parks
Keyboards, wireless and mouse-wired		1	Parks
Dell Precision desktop	D9PBJ02	1	Parks
Viewsonic TI, Overhead projector		1	Parks
Misc. cables and component		1	Parks
HP PRINTER- LASERJET ENTERPRISE M605	CNBCHB108D	1	Sheriff's Office
FireKing Filing Cabinet	A100832	1	Sheriff's Office
Dell P2717H Flat Monitor	CN-oYKNFG-WS200-7C9-CCB-A05	1	Sheriff's Office
27" Dell Monitor	CN-0YKNFG-WS200-7C9-CBVB-A05	1	Sheriff's Office
Dell Precision 3630	2J60S33	1	Sheriff's Office

Dell Precision 3630	CXMCG73	1	Sheriff's Office
Dell Precision 3630	8FXJ853	1	Sheriff's Office
Dell Computer monitors		9	Sheriff's Office
Computer monitor stands		4	Sheriff's Office
Logitech keyboard/mouse		2	Sheriff's Office
Latitude 5310 laptop	G6MH103	1	Sheriff's Office
OptiPlex 7070 Desktop	CKM8853	1	Sheriff's Office
OptiPlex 7070 Desktop	GMR3PX2	1	Sheriff's Office
OptiPlex 7070 Desktop	CKMZ753	1	Sheriff's Office
OptiPlex 7070 Desktop	CKN3853	1	Sheriff's Office
Dell Latitude 5310 2 in 1	9L4T963	1	Sheriff's Office
Wooden 4 drawer file cabinet		1	Tax Assessor/Collector
Cash Box with keys		2	Tax Assessor/Collector
Kensington Wireless Keyboard and Mouse		1	Tax Assessor/Collector
Dell Wireless Keyboards	KB216-BK-US	3	Tax Assessor/Collector
Element Computer Monitor		1	Tax Assessor/Collector
Dell Optiplex 7070	5H5P853	1	Tax Assessor/Collector
DELL OPTIPLEX 7060	36W3DS2	1	Tax Assessor/Collector
DELL OPTIPLEX 7060	4CN3JV2	1	Tax Assessor/Collector
Desk		2	Unified Road Systems
Temporary Construction Fence and 2 gates		6	Unified Road Systems
Door Frame		1	Unified Road Systems
Trailer Ramps		2	Unified Road Systems
Desk		2	Unified Road Systems
Pallets		225	Unified Road Systems

Four drawer lateral file cabinet		1	Unified Road Systems
Two drawer vertical file cabinet		1	Unified Road Systems
Three drawer vertical file cabinet		2	Unified Road Systems
Four drawer vertical file cabinet		2	Unified Road Systems
Five drawer vertical file cabinet		1	Unified Road Systems
Boxes of misc. office supplies		7	Unified Road Systems
Metal card holders		7	Unified Road Systems
Rolling file holders		3	Unified Road Systems
Document binding machine + 3 boxes of material		1	Unified Road Systems
Office chairs		5	Unified Road Systems
Easel stand + paper		1	Unified Road Systems
Boxes of misc. toner		2	Unified Road Systems
Rolling TV stand		1	Unified Road Systems
Desk		1	Unified Road Systems
Varidesk standing desk converter		1	Unified Road Systems
Stacking paper trays		12	Unified Road Systems
Clear counter safety shields		3	Unified Road Systems
Small conference room tables		2	Unified Road Systems
Metal bookshelf		1	Unified Road Systems

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 04-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Shark Navigator Freestyle Vacuum
1. Manufacturer ID #:	No serial number found Not in oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Box of miscellaneous cables, keyboards, mice., ipad cases
2. Manufacturer ID #:	None in oracle.
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Pelican 1780 Case
3. Manufacturer ID #:	None found
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 3/4/2024 12:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/7/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 04-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Color Laser Jet M479 FDW
1. Manufacturer ID #:	MXBCN1S0JG, unknown Oracle ID
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP LASERJET ENTERPRISE M506DN PRINTER
2. Manufacturer ID #:	JPBDS10437 (Oracle ID 210937)
2. Oracle Asset #:	210937
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Laserjet Pro 400 M401Dn
3. Manufacturer ID #:	VNG3B01337 (unknown oracle ID)
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP LASERJET M507DN PRINTER
4. Manufacturer ID #:	PHBCM8X223 (oracle ID 233338)
4. Oracle Asset #:	233338
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	DELL OPTIPLEX 7060
5. Manufacturer ID #	7Z1YNX2 (oracle ID 224324), 7Z1VNX2 (oracle ID 224218), CL3VNX2(oracle ID 224292)
5. Oracle Asset #	224324, 224218, 224292
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 3/4/2024 12:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/7/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of miscellaneous computer wires, and keyboards.
1. Manufacturer ID #:	N/A (not in oracle)
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 3/8/2024 2:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	DELL PRECISION 3630 TOWER
1. Manufacturer ID #:	15BRG13, 15BQG13, 15BSG13, 15CD613, 15BG613, 15BF613, 15BJ613, 15CC613
1. Oracle Asset #:	233341, 233343, 233344, 233345, 233346, 233347, 233348, 233349
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 3/8/2024 2:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 28-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	Service Tag # 683YYY2 County Asset Tag # 11846, Service Tag # H53YYY2 County Asset Tag # 11932, Service Tag # C0JHQ13 County Asset Tag # 17224, Service Tag # FZKJM33 County Asset Tag # 14375, Service Tag # 4X9YXY2 County Asset Tag # 11847
1. Oracle Asset #:	233304, 238349
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5501
2. Manufacturer ID #:	Service Tag # 2V8YY2 County Asset Tag # 11860
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5401
3. Manufacturer ID #:	Service Tag # 6KLBM33 County Asset Tag # 14376
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2-IN-1
4. Manufacturer ID #:	Service Tag # 9PPXQT2 County Asset Tag # 11857
4. Oracle Asset #:	233095
4. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 2/28/2024 2:29 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024

Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/29/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 06-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LB 15x15 HVAC wheel 1in bore
1. Manufacturer ID #:	whl-A15-15a 05306473M
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Revolv Evaporator Coil
2. Manufacturer ID #:	1854m4a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Web office chair
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Leather office chair
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 3/6/2024 10:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/6/2024

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 06-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	48" lcd tv
1. Manufacturer ID #:	l5520rgb
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Wheel grinder
2. Manufacturer ID #:	Feng Fu HG-6a(1001195)
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Magnifier/light
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Anvil
4. Manufacturer ID #:	Chas Paren Company
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HVAC flex tubing 10in
5. Manufacturer ID #	n/a
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/6/2024 10:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 11-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Carrier Motor 1.25 HP 3 phase 850 rpm
1. Manufacturer ID #:	HD52AR466
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dayton Ceiling exhaust Ventilator
2. Manufacturer ID #:	1 60ku30
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	US motors 1/20 HP, 1 phase, 1550 rpm
3. Manufacturer ID #:	k48HXMTY-1245
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dayton Motor 10 HP, 3 Phase, 1770 rpm
4. Manufacturer ID #:	2MXV4B
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 3/12/2024 7:58 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/12/2024

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 11-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	87
1. Description:	Light Fixture 2BLT4 40L ADSM
1. Manufacturer ID #:	LP835
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/12/2024 7:59 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gwrehsnig@wilco.org - 18-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude 5501
1. Manufacturer ID #:	GB4YXY2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	5129431599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 3/18/2024 3:26 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/20/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 27-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	1/4 in corkboard...48 in x 60 ft. rolls
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	portable stairs... 3 steps
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Paint sprayers
3. Manufacturer ID #:	magnum pro k17
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 3/27/2024 3:58 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/2/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|thomas.crockett@wilco.org - 01-04-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Sand Stone Blocks
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Thomas Crockett
Transferring Dept. Contact Ph#:	512-943-1599
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 4/1/2024 10:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	Service Tag: FJXKM33
1. Oracle Asset #:	248453
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latituder 5501
2. Manufacturer ID #:	Service Tag: FQXKM33
2. Oracle Asset #:	248452
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK K. YOUNGREN 3/20/2024 9:37 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/20/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.hurley@wilco.org - 01-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	CF-33 Desk Port Replicators
1. Manufacturer ID #:	8ATSA01895 8ATSA01892 8ATSA01890 8ATSA01891 8ATSA01904
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	CF-33 Desk Port Replicators
2. Manufacturer ID #:	8KTSA05721, 6FTSB24658
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell Monitor
3. Manufacturer ID #:	49VT9F2, J9VT9F2
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Constables 3
Transferring Dept. Contact Person	Patrick Hurley
Transferring Dept. Contact Ph#:	512-943-1434
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Hurley 3/1/2024 10:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	ST: 8Y5LQT2
1. Oracle Asset #:	233151
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	ST: GY5LQT2
2. Oracle Asset #:	233163
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5300 2in1
3. Manufacturer ID #:	ST: 5Z5LQT2
3. Oracle Asset #:	233150
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	ST: JZ5LQT2
4. Oracle Asset #:	233166
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	ST: CZ5LQT2
5. Oracle Asset #	233158
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/13/2024 3:07 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/14/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	ST: 6Y5LQT2
1. Oracle Asset #:	233146
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	ST: BZ5LQT2
2. Oracle Asset #:	233155
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5300 2in1
3. Manufacturer ID #:	ST: DZ5LQT2
3. Oracle Asset #:	233160
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	ST: 7Z5LQT2
4. Oracle Asset #:	233149
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	ST: HZ5LQT2
5. Oracle Asset #	233168
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/13/2024 3:14 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/14/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	ST: 1Z5LQT2
1. Oracle Asset #:	233142
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 5300 2in1
2. Manufacturer ID #:	ST: 7Y5LQT2
2. Oracle Asset #:	233148
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5300 2in1
3. Manufacturer ID #:	ST: 2Z5LQT2
3. Oracle Asset #:	233143
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	ST: 3Z5LQT2
4. Oracle Asset #:	233144
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	ST: 9Z5LQT2
5. Oracle Asset #	233154
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/13/2024 3:17 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/14/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 2in1
1. Manufacturer ID #:	ST: FY5LQT2
1. Oracle Asset #:	233161
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latutude 5300 2in1
2. Manufacturer ID #:	ST: GZ5LQT2
2. Oracle Asset #:	233164
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5300 2in1
3. Manufacturer ID #:	ST: 9Y5LQT2
3. Oracle Asset #:	233153
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5300 2in1
4. Manufacturer ID #:	ST: BY5LQT2
4. Oracle Asset #:	233156
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5300 2in1
5. Manufacturer ID #	ST: DY5LQT2
5. Oracle Asset #	233159
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/13/2024 2:11 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Color LaserJet Enterprise M555
1. Manufacturer ID #:	SN: JPBCQBHOCZ
1. Oracle Asset #:	297611
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 3/20/2024 1:28 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mguzzy@wilco.org - 12-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2015 HP LASERJET 400 MFP M425
1. Manufacturer ID #:	CNF8H500X8
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	DELL D11 CPU
2. Manufacturer ID #:	S/N 4ML1DD2
2. Oracle Asset #:	159471
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2011 DELL MONITOR
3. Manufacturer ID #:	CN-OVHPX3-74445-19K-AC3U
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	County Treasurer
Transferring Dept. Contact Person	Carole Callahan
Transferring Dept. Contact Ph#:	512-943-1583
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Carole Callahan 3/15/2024 8:02 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/13/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5500
1. Manufacturer ID #:	GGP80R2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5501
2. Manufacturer ID #:	707NM33
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5511
3. Manufacturer ID #:	BGS18G3
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5501
4. Manufacturer ID #:	FF9NM33
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LATITUDE 5511
5. Manufacturer ID #	GTCK7C3
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bridgette.escobedo@wilco.org - 26-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	desk and hutch
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Bookshelf
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Tall File Cabinet
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Bridgette Escobedo
Transferring Dept. Contact Ph#:	5129431630
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bridgette Escobedo 2/26/2024 6:51 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|judith.ritchie@wilco.org - 21-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	brown desk
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Judith Ritchie
Transferring Dept. Contact Ph#:	31569
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Judith Ritchie 3/21/2024 5:07 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bridgette.escobedo@wilco.org - 27-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Bridgette Escobedo
Transferring Dept. Contact Ph#:	5129431630
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Bridgette Escobedo 3/27/2024 8:06 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 05-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	AV Cart
1. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Yamaha Mixer
2. Manufacturer ID #:	QP01964
2. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Pyramid 330A Amplifier
3. Manufacturer ID #:	FL 000000237
3. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	JVC 3CCD video recoreder
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Description	misc AV cables/parts
5. Oracle Asset #	NOT AN ASSET PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 3/5/2024 11:36 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jessica.toothman@wilco.org - 05-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	22
1. Description:	Newport HT70 Ventilator w/ supplies
1. Manufacturer ID #:	HT7P200361 HT7P200513 HT7P200506 HT7P200516 HT7P200517 HT7P200353 HT7P200492 HT7P200490 HT7P200357 HT7P200355 HT7P200345 HT720411612 HT7P200518 HT7P200504 HT7P200362 HT7P200344 HT7P200511 HT7P200500 HT7P200457 HT7P200498 HT721010672 HT7P200358
1. Oracle Asset #:	249593,249585,249587,249584,249583,248416,249591, 249592,248418, 248417, 248415, 249588, 249582, 248420, 248414, 249586, 249589, 249590, 248419
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	512-943-1283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 3/5/2024 11:29 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	21
1. Description:	FURMAN AC POWER CONDITIONER
1. Manufacturer ID #:	02824124100360 002824124100112 02824124100110 02824124100320 02824124100274 02824124100319 02824124100321 02824124100281 02824124100233 02824124100368 02824124100367 0282412400217 02824124100366 02824124100272 02824124100275 02824124100276 02824124100234
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	30
2. Description:	TV MOUNTS (QTY APPROXIMATE)
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	30
3. Description:	MISC CABLES, COMPONENTS AND BOXES
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	5128648248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bill Zito 3/14/2024 9:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/14/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	19
1. Description:	LG 32" TV
1. Manufacturer ID #:	207RMXX40930 207RMUY40926 208RMUYBR014 207RMVBCU551 207RMZL40917 207RMMD40803 207RMENCU540 208RMRHBR070 208RMHRBR073 207RMBWCU549 207RMSSCU534 207RMNE40903 208RMPGBR072 208RMCJBQ875 208RMENBQ884 207RMZLCU533 207RMQKCU532 207RMJFCU548 208RMKUBR013
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	SAMSUNG 32" TV
2. Manufacturer ID #:	Z4MT3CSF600796T Z4MT3CSF600900Y
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	LG 42" TV
3. Manufacturer ID #:	207RMUYBS422 207RMNEBS423 207RMFPBS235
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	LG 47" TV
4. Manufacturer ID #:	207RMGC2D935 302RMXX98018
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	LG 55" TV
5. Manufacturer ID #	211RMKU8K653 211RMHR8M049 211RMPG8M048 211RMVB8M047
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Bill Zito 3/14/2024 9:23 AM

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/14/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 21-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	LG 47" TV
1. Manufacturer ID #:	207RMFP2D923, 207RMLM2D984, 207RMRH2D926, 207RMMD2D987, 207RMDZ2D986, 207RMEN2D988
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Panasonic Projectors
2. Manufacturer ID #:	SH2566029, SH2566033, SH2566002
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Sony Projector
3. Manufacturer ID #:	5000760
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	10
4. Description:	Miscellaneous mounts, brackets and hardware
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bill Zito 3/22/2024 2:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 07-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Optiplex 7020
1. Manufacturer ID #:	Service Tag # 5R67V52 County Asset Tag # 2465, Service Tag # 5R66V52 County Asset Tag # 2469
1. Oracle Asset #:	141312, 141313
1. Condition of Assets:	Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Kevin Teller
Transferring Dept. Contact Ph#:	512-943-3368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Teller 3/7/2024 11:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|biviana.beltran@wilco.org - 22-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Large desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Biviana Beltran
Transferring Dept. Contact Ph#:	512-260-4240
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 3/18/2024 9:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5501
1. Manufacturer ID #:	6SMNM33
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5511
2. Manufacturer ID #:	FYB8S73
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5501
3. Manufacturer ID #:	1R6NM33
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5500
4. Manufacturer ID #:	D1P80R2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LATITUDE 5590
5. Manufacturer ID #	JWJ1RQ2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 2/15/2024 4:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NWY9Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NXS9Z2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NVV9Z2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	3NXX9Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	3NVY9Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NWT9Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NVT9Z2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NX1BZ2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	3NW2BZ2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	3NVW9Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NV1BZ2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NVX9Z2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NWX9Z2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	DRRD4Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	DQSC4Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	FXCM4Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NWW9Z2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NY0BZ2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	3NXW9Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	3NW1BZ2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NWV9Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NW0BZ2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NXV9Z2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	DNZD4Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	3NXY9Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NWZ9Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7070
2. Manufacturer ID #:	3NV0BZ2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7070
3. Manufacturer ID #:	3NX0BZ2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7070
4. Manufacturer ID #:	3NV2BZ2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	3NVZ9Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	3NXT9Z2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	0
2. Description:	LATITUDE 5500
2. Manufacturer ID #:	GCGTYW2
2. Oracle Asset #:	NOT FOUND IN ORACLE
3. Quantity (Mandatory):	0
3. Description:	LATITUDE 5500
3. Manufacturer ID #:	BFP80R2
3. Oracle Asset #:	NOT FOUND IN ORACLE
4. Quantity (Mandatory):	0
4. Description:	LATITUDE 5501
4. Manufacturer ID #:	7T991Z2
4. Oracle Asset #:	NOT FOUND IN ORACLE
5. Quantity (Mandatory):	0
5. Description	LATITUDE 5500
5. Manufacturer ID #	7GP80R2
5. Oracle Asset #	NOT FOUND IN ORACLE
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 15-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5501
1. Manufacturer ID #:	2T4NM33
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5501
2. Manufacturer ID #:	JXGF1Z2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5511
3. Manufacturer ID #:	FJNJ063
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5590
4. Manufacturer ID #:	J282RQ2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LATITUDE 5501
5. Manufacturer ID #	4XZG1Z2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/15/2024 4:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/22/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 16-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7010
1. Manufacturer ID #:	GQVWDX1
1. Oracle Asset #:	65829
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7010
2. Manufacturer ID #:	C28XG02
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 790
3. Manufacturer ID #:	6KDTVV1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7040
4. Manufacturer ID #:	2ZDKQ02
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 790
5. Manufacturer ID #	6VY54V1
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/16/2024 11:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/16/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 16-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 745
1. Manufacturer ID #:	8D7N6D1
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 9030
2. Manufacturer ID #:	8582B42
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL DIMENSION XPS T450
3. Manufacturer ID #:	543AY
3. Oracle Asset #:	37410
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	DELL MONITORS
4. Manufacturer ID #:	1 E77SP AND 1 828F1
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	SAMSUNG TV RCVR
5. Manufacturer ID #	MODEL #VM3105
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 2/16/2024 11:09 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/16/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kaitlin.murphee@wilco.org - 04-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Centrifuge
1. Manufacturer ID #:	unk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-3246
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 3/5/2024 9:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kaitlin.murphee@wilco.org - 04-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Computer Monitors
1. Manufacturer ID #:	unk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Power strip
2. Manufacturer ID #:	unk
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Wired Keyboard
3. Manufacturer ID #:	unk
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Wired Mouse
4. Manufacturer ID #:	unk
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Rolling Computer Table
5. Manufacturer ID #	unk
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-3246
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/5/2024 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 28-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5501
1. Manufacturer ID #:	JQ22X33
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PRECISION 3551
2. Manufacturer ID #:	GVZGN53
2. Oracle Asset #:	248627
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5531
3. Manufacturer ID #:	1KB7SL3
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 790
4. Manufacturer ID #:	6NC9MS1
4. Oracle Asset #:	59116
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7010
5. Manufacturer ID #	C281H02
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/28/2024 3:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 28-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	7WT9PY2
1. Oracle Asset #:	227125
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7060
2. Manufacturer ID #:	J8J8KQ2
2. Oracle Asset #:	213921
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 790
3. Manufacturer ID #:	H46LMS1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7060
4. Manufacturer ID #:	J9J0Q52
4. Oracle Asset #:	213912
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5511
5. Manufacturer ID #	J4DBN53
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/28/2024 3:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 28-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LATITUDE 5501
1. Manufacturer ID #:	CPS1X33
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5501
2. Manufacturer ID #:	GZK1X33
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 5501
3. Manufacturer ID #:	BS6HW33
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5511
4. Manufacturer ID #:	BKNJ063
4. Oracle Asset #:	248631
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5501
5. Manufacturer ID #	2NG4X33
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 3/28/2024 3:37 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5300 Wilco #13582
1. Manufacturer ID #:	FRNSLW2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision 3551 Wilco #16743
2. Manufacturer ID #:	9643P53
2. Oracle Asset #:	248572
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell dock
3. Manufacturer ID #:	J462Z63
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	2 wireless keyboards
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT AN ASSET PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5501
5. Manufacturer ID #	HFZWXY2
5. Oracle Asset #	233187
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 3/8/2024 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/8/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	148
1. Description:	Panasonic Network Cameras
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Fire TV 43" Model K24NE5
2. Manufacturer ID #:	B08SWD2SCK
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 3/8/2024 3:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/11/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5480 Wilco #2942
1. Manufacturer ID #:	7MQR8H2
1. Oracle Asset #:	193702
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 3/13/2024 2:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/13/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.lamb@wilco.org - 07-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	LAPTOP
1. Manufacturer ID #:	98JHXZ2
1. Oracle Asset #:	242502
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	LAPTOP
2. Manufacturer ID #:	FBJHXZ2
2. Oracle Asset #:	242504
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	MONITOR
3. Manufacturer ID #:	GQCXJ02
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	MONITOR
4. Manufacturer ID #:	CNOKW14V
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	MONITOR
5. Manufacturer ID #	QW5HWR
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ MISTY LAMB 3/7/2024 8:27 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/7/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.lamb@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	L SHAPED DESK
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ MISTY LAMB 3/13/2024 8:10 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 14-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Hon - File Cabinet 4 Drawer
1. Manufacturer ID #:	Unkn
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Steel- File Cabinet 2 Drawer
2. Manufacturer ID #:	Unkn
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Steelcase - File Cabinet 5 Drawer
3. Manufacturer ID #:	Unk
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez
Transferring Dept. Contact Ph#:	512-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 3/22/2024 9:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|alaina.watson@wilco.org - 21-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Hon 4 Drawer Black File Cabinet (Letter size width)
1. Manufacturer ID #:	3RJ4AN
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Hon 4 Drawer Black File Cabinet (Legal size width)
2. Manufacturer ID #:	C0LBJ3
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Alaina Watson
Transferring Dept. Contact Ph#:	512-493-3201
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Denise Carlson 2/21/2024 2:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	2/26/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|andy.bowerman@wilco.org - 25-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	SCRAP METAL
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	28
2. Description:	3/2/21, MOSCO,MODEL#LA-30ZP-1-A3(1500W) GLARE CONTROL Z-LAMP TM MH LAMP
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	512-364-8336
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 3/25/2024 8:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|andy.bowerman@wilco.org - 25-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	FERTILZER SPREADER-2019,ARMSTRONG 3 POINT PVC
1. Manufacturer ID #:	R2739
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	AERATOR-2004,TORO,687 & BP18008, PARKID#WC108
2. Manufacturer ID #:	SERIAL#230000147
2. Oracle Asset #:	37529
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	BICYCLE'S-ROADMASTER/TREK/MONGOOSE
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	CHAINSAW-2015,STIHL 25",MS-362C,
4. Manufacturer ID #:	SERAIL # 504078888
4. Oracle Asset #:	141343
4. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	512-364-8336
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 3/25/2024 8:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2018 Dell 24" monitor
1. Manufacturer ID #:	7V8DVL2
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	2011, Acer 24" monitor
2. Manufacturer ID #:	ETLQQ0C005124081D04010
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	2017 Dell 24" monitor
3. Manufacturer ID #:	3WJH1L2
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Keyboards and mouse Dell wireless
4. Manufacturer ID #:	B9BBW33
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Logitech keyboard wired and Dell mouse wired
5. Manufacturer ID #	164KM33
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Emsud Horozovic 3/8/2024 12:05 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/8/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2020, Dell Laptop , Latitude 5501
1. Manufacturer ID #:	Dell , JLXKM33
1. Oracle Asset #:	248486
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2020, Dell 24" monitor
2. Manufacturer ID #:	Dell 5DCW343
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2020 Dell Desktop, Optiplex 7070
3. Manufacturer ID #:	8387F33
3. Oracle Asset #:	240451
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	2015, Dell 16" Monitor
4. Manufacturer ID #:	SN CN-0PBGRC-74445-535-816L
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	ELO old computer - no data on it - point of sale - old
5. Manufacturer ID #	None
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Emsud Horozovic 3/8/2024 3:55 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mpettigrew@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Receipt Printer, Star Micronics, TSP100II
1. Manufacturer ID #:	#2400115030604964
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2015, Cash Drawer, MMF, Printer Driven P/T#MMFVL1616E04
2. Manufacturer ID #:	P161553
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Mark Pettigrew
Transferring Dept. Contact Ph#:	512-943-1307
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 3/25/2024 8:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 08-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop , Latitude 5501
1. Manufacturer ID #:	F5QR3Z2
1. Oracle Asset #:	233109
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Monitors 27" , Dell and AOC
2. Manufacturer ID #:	Dell 27" 34NGV13, SN AOC HKSE6JA007075
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Laptop , Latitude 5501
3. Manufacturer ID #:	554KM33
3. Oracle Asset #:	248491
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Laptop , Latitude 5501
4. Manufacturer ID #:	B9BBW33
4. Oracle Asset #:	248488
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Laptop , Latitude 5501
5. Manufacturer ID #	164KM33
5. Oracle Asset #	248492
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Emsud Horozovic 3/8/2024 11:26 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/8/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 11-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5580 Laptop - WILCO Tag 9920
1. Manufacturer ID #:	6YV3QH2
1. Oracle Asset #:	207793
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 3/11/2024 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/11/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2020, Dell Laptop Latitude 5501
1. Manufacturer ID #:	7HXKM33
1. Oracle Asset #:	248490
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2018, Dell desktop OptiPlex
2. Manufacturer ID #:	5C501T2
2. Oracle Asset #:	216145
2. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Emsud Horozovic 3/13/2024 1:33 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	3/13/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 14-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2016, Dell Laptop Latitude E 7470
1. Manufacturer ID #:	8Z40GC2
1. Oracle Asset #:	253697
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Emsud Horozovic 3/14/2024 2:43 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 14-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2020, Dell Laptop Latitude 5501
1. Manufacturer ID #:	8HYJM33
1. Oracle Asset #:	248489
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2020, Dell Laptop Latitude 5511
2. Manufacturer ID #:	58CF793
2. Oracle Asset #:	253697
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2013, Dell Monitor 20"
3. Manufacturer ID #:	SN CN-ODTOPH-74261-3BE-OHGU
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	512/943-1923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Emsud Horozovic 3/14/2024 2:20 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|emsud.horozovic@wilco.org - 28-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Talets, ASUS, ZenPad10
1. Manufacturer ID #:	NA
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Keyboards , wireless and mouse-wired
2. Manufacturer ID #:	Microsoft KB, Dell mouse
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	2014 Dell Precision desktop
3. Manufacturer ID #:	Dell D9PBJ02
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Viewsonic TI, Overhead projector
4. Manufacturer ID #:	Texas Instuments , County tag 9922
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Misc . cables and component
5. Manufacturer ID #	Misc.
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Emsud Horozovic
Transferring Dept. Contact Ph#:	5129431923
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Emsud Horozovic 3/28/2024 4:34 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|amanda.hisbrook@wilco.org - 26-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP PRINTER- LASERJET ENTERPRISE M605- SO PTR13
1. Manufacturer ID #:	SN: CNBCHB108D
1. Oracle Asset #:	150408
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Amanda Hisbrook
Transferring Dept. Contact Ph#:	5129431624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 2/26/2024 3:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|terri.countess@wilco.org - 29-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell P2717H Flat Monitor/2017
1. Manufacturer ID #:	S/N CN-oYKNFG-WS200-7C9-CCB-A05
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Terri Countess
Transferring Dept. Contact Ph#:	943-1352
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 2/29/2024 7:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|terri.countess@wilco.org - 29-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	FireKing Filing Cabinet
1. Manufacturer ID #:	A100832
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Terri Countess
Transferring Dept. Contact Ph#:	5943-1352
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 2/29/2024 8:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 15-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	27" Dell Monitor
1. Manufacturer ID #:	CN-0YKNFG-WS200-7C9-CBVB-A05
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Precision 3630
2. Manufacturer ID #:	2J60S33
2. Oracle Asset #:	241362
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Precision 3630
3. Manufacturer ID #:	CXMCG73
3. Oracle Asset #:	253720
3. Condition of Assets:	Working
4. Description:	Dell Precision 3630
4. Manufacturer ID #:	8FXJ853
4. Oracle Asset #:	248593
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/15/2024 8:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 22-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7070 Desktop
1. Manufacturer ID #:	GMR3PX2
1. Oracle Asset #:	224200
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7070 Desktop
2. Manufacturer ID #:	CKMZ753
2. Oracle Asset #:	248592
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7070 Desktop
3. Manufacturer ID #:	CKN3853
3. Oracle Asset #:	248590
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 3/26/2024 3:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|starlahall@wilco.org - 22-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Dell Computer monitors
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	Computer monitor stands
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Logitech keyboard/mouse
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Latitude 3510 laptop
4. Manufacturer ID #:	G6MH103
4. Oracle Asset #:	248557
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OptiPlex 7070 Desktop
5. Manufacturer ID #	CKM8853
5. Oracle Asset #	248591
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/26/2024 3:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024

Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 28-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5310 2 in 1
1. Manufacturer ID #:	9L4T963
1. Oracle Asset #:	253735
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	mjohnson@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 3/28/2024 11:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786
Asset(s) delivered to warehouse on:	4/1/2024
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	5H5P853
1. Oracle Asset #:	248610
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7060
2. Manufacturer ID #:	36W3DS2
2. Oracle Asset #:	217036
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7060
3. Manufacturer ID #:	4CN3JV2
3. Oracle Asset #:	221124
3. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 3/13/2024 4:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 13-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Wooden 4 drawer file cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Cash Box with keys
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Kensington Wireless Keyboard and Mouse
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	Dell Wireless Keyboards
4. Manufacturer ID #:	KB216-BK-US
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Element Computer Monitor
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Maritza Aragon 3/13/2024 4:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gthoene@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Desk
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	225
3. Description:	Pallets
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Gary Thoene
Transferring Dept. Contact Ph#:	512-943-3735
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kelly J. Murphy 3/1/2024 9:43 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gthoene@wilco.org - 13-02-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	Temporary Construction Fence and 2 gates
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Door Frame
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Quantity (Mandatory):	1
4. Description:	Desk
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Quantity (Mandatory):	2
5. Description	Trailer Ramps
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Gary Thoene
Transferring Dept. Contact Ph#:	512-943-3735
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kelly J. Murphy 3/1/2024 9:44 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rachel.vrabel@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Boxes of misc. office supplies
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	7
2. Description:	Metal card holders
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Rolling file holders
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Document binding machine + 3 boxes of material
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	5
5. Description	Office chairs
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Rachel Vrabel
Transferring Dept. Contact Ph#:	512.943.1708
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 3/20/2024 1:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rachel.vrabel@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Easel stand + paper
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Boxes of misc. toner
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Rolling TV stand
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Desk
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Varidesk standing desk converter
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Rachel Vrabel
Transferring Dept. Contact Ph#:	512.943.1708
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 3/20/2024 1:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rachel.vrabel@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Stacking paper trays
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Clear counter safety shields
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Small conference room tables
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Metal bookshelf
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Rachel Vrabel
Transferring Dept. Contact Ph#:	512.943.1708
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Bob Daigh 3/20/2024 1:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rachel.vrabel@wilco.org - 20-03-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Four drawer lateral file cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Two drawer vertical file cabinet
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Three drawer vertical file cabinet
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Four drawer vertical file cabinet
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Five drawer vertical file cabinet
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Rachel Vrabel
Transferring Dept. Contact Ph#:	512.943.1708
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 3/20/2024 1:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	4/9/2024
Agenda Item:	33786

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 04/09/2024

Assets for Destruction Monthly Report 04.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March Assets Destruction Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:23 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:17 PM
Form Started By: Misty Brooks		Started On: 03/05/2024 02:14 PM
Final Approval Date: 04/03/2024		

"March 2024	Monthly Report	**Court Date:**	04.09.24
Williamson County - Assets for		**Agenda #:**	33787
Item	**Serial Number**	**Quantity**	**Department**
Inmate Food Trays		755	Auction
Inmate 8oz Cups		800	Auction
Juice Containers		21	Auction
OPTIPLEX 9020	8W61W12	1	County Court at Law 4
COOKTOP, COMMERCIAL, GAS	PEC0061	1	Parks
HAIER REFRIGERATOR	D2002603072	1	Parks
AIR CONDITIONER	LHTNS2403S /01	1	Parks
Dell Wireless Keyboard	KN636-BK-US	1	Tax Assessor/Collector
Dell Computer Monitor		1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|sthreadgill@wilco.org - 08-03-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 9020
1. Manufacturer ID #:	8W61W12
1. Oracle Asset #:	86227
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Court at Law 4
Transferring Dept. Contact Person	Sharrion Threadgill
Transferring Dept. Contact Ph#:	512-943-1681
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Sharrion Threadgill 3/8/2024 3:35 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	4/9/2024
Agenda Item:	33787

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|andy.bowerman@wilco.org - 25-01-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HAIER REFRIGATOR- MODEL#HDE03WNABB
1. Manufacturer ID #:	SERIAL#D2002603072
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	AIR CONDTIONER-2022,MODEL#LP1217GSR,LGLP1217GSR,SERIAL #208MRDZ0N410
2. Manufacturer ID #:	LHTNS2403S /01
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	512-364-8336
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 3/25/2024 8:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	4/9/2024
Agenda Item:	33787

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|clay.norman@wilco.org - 06-03-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	COOKTOP, COMMERCIAL, GAS
1. Manufacturer ID #:	PEC0061
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Jason Brown
Transferring Dept. Contact Ph#:	5123524118
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jason Brown 3/7/2024 9:15 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	4/9/2024
Agenda Item:	33787
Asset(s) delivered to warehouse on:	3/6/2024
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 13-03-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Wireless Keyboard
1. Manufacturer ID #:	KN636-BK-US
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Computer Monitor
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Maritza Aragon 3/13/2024 4:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	4/9/2024
Agenda Item:	33787

Asset Status Change

Commissioners Court - Regular Session **13.**

Meeting Date: 04/09/2024

Assets for Transfer Monthly Report 04.09.24

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 02.27.24 through 04.01.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March Assets Transfer Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:24 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:18 PM
Form Started By: Misty Brooks		Started On: 03/05/2024 02:15 PM
Final Approval Date: 04/03/2024		

*March 2024	Monthly Report		**Court Date:**	04.09.24
Williamson County - Assets for Transfer			**Agenda #:**	33788
Item	**Serial Number**	**Quantity**	**From Department**	**To Department**
TV		1	County Court at Law 1	District Attorney
Cart		1	County Court at Law 1	District Attorney
Mossberg 12 Guage model 590A1	V1045476	1	Constables 1	Constables 3
Mossberg 12 Guage model 590A1	V0766109	1	Constables 1	Constables 3
Mossberg 12 Guage model 590A1	V0769385	1	Constables 1	Constables 3

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 22-03-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Mossberg 12 Guage model 590A1
1. Manufacturer ID #:	V1045476
1. Oracle Asset #:	224276
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Mossberg 12 Guage model 590A1
2. Manufacturer ID #:	V0766109
2. Oracle Asset #:	214376
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Mossberg 12 Guage model 590A1
3. Manufacturer ID #:	V0769385
3. Oracle Asset #:	214375
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448650
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 3/26/2024 12:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Constables 3
Receiving Department Contact Person:	Patrick Hurley
Receiving Dept. Contact Ph#:	512-943-1440
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Patrick Hurley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Patrick Hurley 3/26/2024 12:40 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/9/2024
Agenda Item:	33788

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|abdy.mccomas@wilco.org - 29-02-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	TV
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Cart
2. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Abdy McComas
Transferring Dept. Contact Ph#:	512-943-1200
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Abdy McComas 3/6/2024 10:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Dept.	District Attorney
Receiving Department Contact Person:	Grace Frias
Receiving Dept. Contact Ph#:	512-943-1237
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Grace Frias 3/8/2024 9:59 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	4/9/2024
Agenda Item:	33788

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 04/09/2024

JP1 EOM MARCH 2024

Submitted For: KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, March 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM March 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 01:56 PM
Form Started By: Misty Lamb		Started On: 04/02/2024 01:31 PM
Final Approval Date: 04/02/2024		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of March 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 2nd day of April 2024 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP1**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	42.49
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,211.91
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	22,222.59
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	217.30
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	296.87
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	9,781.00
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	1.99
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	920.67
01-0100-0000-370500 - Miscellaneous Revenue	L-004-1-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,040.20
	0100 - General Fund Total:	**43,736.02**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	5.98
	0360 - Courthouse Security Fund Total:	**5.98**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.99
	0361 - JP Security Fund Total:	**1.99**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,534.46
	0370 - Alternate Dispute Resolution Fund Total:	**1,534.46**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	7.99
	0372 - Justice Court Technology Fund Total:	**7.99**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	9.98
	0373 - JP-1 Truancy Program Fund Total:	**9.98**

Payment Report - G/L and Fund Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	79.84
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,482.57
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	546.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	7.99
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	11.98
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	87.94
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	20.45
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,937.58
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	3.98
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	338.50
	0399 - State Agency Fund Total:	**7,594.33**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	200.00
	JP BOND Total:	**200.00**
	Fee Totals for All Funds:	**53,090.75**

Payment Report - Fee Code Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP1**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	87.94	20	0.00	0	0.00	0	87.94	20
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	283.58	64	0.00	0	0.00	0	283.58	64
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,482.57	82	0.00	0	0.00	0	4,482.57	82
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	70.00	7	0.00	0	0.00	0	70.00	7
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,040.20	84	0.00	0	0.00	0	1,040.20	84
2020LTF	Local Traffic Fine (TC 542.403)	116.26	41	0.00	0	0.00	0	116.26	41
2020STF	State Traffic Fine (TC 542.4031)	1,937.58	41	0.00	0	0.00	0	1,937.58	41
2020TPF	Time Payment Fee CCP 102.030	296.87	28	0.00	0	0.00	0	296.87	28
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	150.00	3	0.00	0	0.00	0	150.00	3
AB	Abstract	20.00	4	0.00	0	0.00	0	20.00	4
ADMIN	Administration Fee [CCP 102.072]	1.99	2	0.00	0	0.00	0	1.99	2
AFCA1	Arrest/Service Fee - Const. Pct. 1	1.57	1	0.00	0	0.00	0	1.57	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	8.41	2	0.00	0	0.00	0	8.41	2
CB	Cash Bond	200.00	2	0.00	0	0.00	0	200.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	79.84	3	0.00	0	0.00	0	79.84	3
CCOP	Civil Copies	11.00	11	0.00	0	0.00	0	11.00	11
CERT	Certified Copy	8.75	3	0.00	0	0.00	0	8.75	3
CFINE	County Fine	9,781.00	80	0.00	0	0.00	0	9,781.00	80
CHS	Courthouse Security Fee (CCP 102.017)	5.98	3	0.00	0	0.00	0	5.98	3
CHSJC	JP Security Fee (CCP 102.017)	1.99	3	0.00	0	0.00	0	1.99	3
CONT1	Constable Service Fee Pct #1	15,982.59	159	0.00	0	(160.00)	1	15,822.59	160
DDF	Deferred Disposition Fee	786.00	7	0.00	0	0.00	0	786.00	7
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	3.98	3	0.00	0	0.00	0	3.98	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	7.99	3	0.00	0	0.00	0	7.99	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	7.99	3	0.00	0	0.00	0	7.99	3
JTP	Juvenile Truancy Program (CCP 102.0174)	9.98	3	0.00	0	0.00	0	9.98	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	3	0.00	0	0.00	0	2.00	3

Payment Report - Fee Code Summary

Transaction Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	3	0.00	0	0.00	0	2.00	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	3	0.00	0	0.00	0	1.20	3
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.78	3	0.00	0	0.00	0	10.78	3
LT10	Overpayments < $10	1.00	1	0.00	0	0.00	0	1.00	1
MISCOP	Miscellaneous Copy Fees	15.00	3	0.00	0	0.00	0	15.00	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,539.46	308	0.00	0	(5.00)	1	1,534.46	309
SB41JCSF	Justice Court Support Fund	7,697.28	308	0.00	0	(25.00)	1	7,672.28	309
SB41LAF	Language Access Fund - LGC 135.155	923.67	308	0.00	0	(3.00)	1	920.67	309
SB41SCF	State Consolidated Fee	546.00	26	0.00	0	0.00	0	546.00	26
SFMCWV	State Fine - Motor Carrier Weight Violation	338.50	3	0.00	0	0.00	0	338.50	3
STF	State Traffic Fee (TC 542.4031)	20.45	1	0.00	0	0.00	0	20.45	1
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1
UFA	Uniform Traffic Act (TC 542.403)	2.04	1	0.00	0	0.00	0	2.04	1
WARC1	Warrant Fee - Constable Pct. 1	65.73	2	0.00	0	0.00	0	65.73	2
WCSO	Williamson County Sheriff	34.08	1	0.00	0	0.00	0	34.08	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	150.00	30	0.00	0	0.00	0	150.00	30
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	6,400.00	32	0.00	0	0.00	0	6,400.00	32
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		53,283.75	1,707	0.00	0	(193.00)	4	53,090.75	1,711

Commissioners Court - Regular Session **15.**

Meeting Date: 04/09/2024

February and March CCP 103.005 Reports

Submitted For: Angela Williams **Submitted By:** Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 February and March 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Affidavit

2024 February Report

2024 March Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:52 AM
Form Started By: Melissa East		Started On: 04/02/2024 08:12 AM
Final Approval Date: 04/02/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the months of February and March 2024.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 1st day of April 2024, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **02/01/2024 - 02/29/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	514.20
01-0100-0000-207026 - Due to CTRMA	L-004-2-01-0100-0000-207026: 01-0100-0000-207026 - Due to CTRMA	(33.69)
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	33.69
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	55.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	8,283.59
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	8,760.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	50.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-2-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	15.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	80.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	312.87
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	12,580.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	765.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	1,970.88
	0100 - General Fund Total:	**33,386.54**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	4.00
	0361 - JP Security Fund Total:	**4.00**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	5.00
	0368 - JP-2 Truancy Program Fund Total:	**5.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,275.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,275.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	4.00
	0372 - Justice Court Technology Fund Total:	**4.00**

Payment Report - G/L and Fund Summary

Deposit Date: **02/01/2024 - 02/29/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	0.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	8,666.22
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	336.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	317.08
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	3,585.86
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	100.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**13,082.16**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	(281.00)
	JP BOND Total:	**(281.00)**
	Fee Totals for All Funds:	**47,475.70**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 02/01/2024 - 02/29/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	80.00	16	0.00	0	0.00	0	80.00	16
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	317.08	65	0.00	0	0.00	0	317.08	65
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	241.82	51	5.00	1	0.00	0	246.82	52
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	40.00	8	0.00	0	0.00	0	40.00	8
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,604.22	143	62.00	1	0.00	0	8,666.22	144
2020CDF	Compliance Dismissal Fine	130.00	13	0.00	0	0.00	0	130.00	13
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	238.12	24	0.00	0	0.00	0	238.12	24
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,956.88	144	14.00	1	0.00	0	1,970.88	145
2020LTF	Local Traffic Fine (TC 542.403)	215.15	73	0.00	0	0.00	0	215.15	73
2020STF	State Traffic Fine (TC 542.4031)	3,585.86	73	0.00	0	0.00	0	3,585.86	73
2020TPF	Time Payment Fee CCP 102.030	327.87	26	0.00	0	(15.00)	1	312.87	27
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
ADTOLL	Administrative Toll Fee due to TXDOT	0.00	0	0.00	0	(33.69)	1	(33.69)	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	0.00	0	0.00	0	(281.00)	1	(281.00)	1
CC	Certified Copies	6.00	1	0.00	0	0.00	0	6.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	(40.00)	1	40.00	3
CCOP	Civil Copies	19.75	5	0.00	0	0.00	0	19.75	5
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	12,600.00	106	0.00	0	(20.00)	1	12,580.00	107
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	(3.00)	1	3.00	3
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	(1.00)	1	1.00	3
COLLFEE	Collection Agency Fee	550.41	11	0.00	0	(36.21)	1	514.20	12
CONT2	Constable Service Fee Pct #2	5,760.00	60	0.00	0	0.00	0	5,760.00	60
COPIES	Copies	7.75	1	0.00	0	0.00	0	7.75	1
CRFEEOVER	Criminal Overpayment Fee	33.69	1	0.00	0	0.00	0	33.69	1
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 02/01/2024 - 02/29/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
DDF	Deferred Disposition Fee	615.00	8	200.00	1	0.00	0	815.00	9
FNTC1	Child Safety Seat Fine Trauma Center	100.00	2	0.00	0	0.00	0	100.00	2
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	(2.00)	1	2.00	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	(4.00)	1	4.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	(4.00)	1	4.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	(5.00)	1	5.00	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	(1.00)	1	0.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	(1.00)	1	0.00	2
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	(0.60)	1	0.60	3
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	(5.40)	1	5.40	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,280.00	256	0.00	0	(5.00)	1	1,275.00	257
SB41JCSF	Justice Court Support Fund	6,400.00	256	0.00	0	(25.00)	1	6,375.00	257
SB41LAF	Language Access Fund - LGC 135.155	768.00	256	0.00	0	(3.00)	1	765.00	257
SB41SCF	State Consolidated Fee	336.00	16	0.00	0	0.00	0	336.00	16
TPC	Time Payment Fee - County	12.50	1	0.00	0	0.00	0	12.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
WARC2	Warrant Fee - Constable Pct. 2	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	60.00	13	0.00	0	0.00	0	60.00	13
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF	Writ of Scire Facias	5.00	1	0.00	0	0.00	0	5.00	1
WSF2	Constable #2 - Writ Service Fee	3,000.00	16	0.00	0	0.00	0	3,000.00	16
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		47,680.60	1,682	281.00	4	(485.90)	19	47,475.70	1,705

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	207.30
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	10.12
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	8,291.07
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,160.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	401.23
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-2-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	15.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	100.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	231.76
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	9,935.90
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	822.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	1,503.48
	0100 - General Fund Total:	**30,677.86**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	8.09
	0361 - JP Security Fund Total:	**8.09**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	5.12
	0368 - JP-2 Truancy Program Fund Total:	**5.12**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,370.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,370.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	8.10
	0372 - Justice Court Technology Fund Total:	**8.10**

Payment Report - G/L and Fund Summary

Deposit Date: **03/01/2024 - 03/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	2.04
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.96
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	6,410.23
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	210.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.10
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.14
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	220.55
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-2-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	0.72
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,904.72
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.05
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	50.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**9,928.51**
	Fee Totals for All Funds:	**41,997.68**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 03/01/2024 - 03/31/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	100.00	20	0.00	0	0.00	0	100.00	20
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	220.55	46	0.00	0	0.00	0	220.55	46
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	156.40	33	0.00	0	0.00	0	156.40	33
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	6,410.23	107	0.00	0	0.00	0	6,410.23	107
2020CDF	Compliance Dismissal Fine	130.00	13	0.00	0	0.00	0	130.00	13
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	210.94	23	0.00	0	0.00	0	210.94	23
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,503.48	111	0.00	0	0.00	0	1,503.48	111
2020LTF	Local Traffic Fine (TC 542.403)	174.28	60	0.00	0	0.00	0	174.28	60
2020STF	State Traffic Fine (TC 542.4031)	2,904.72	60	0.00	0	0.00	0	2,904.72	60
2020TPF	Time Payment Fee CCP 102.030	231.76	20	0.00	0	0.00	0	231.76	20
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	200.00	2	0.00	0	0.00	0	200.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.12	3	0.00	0	0.00	0	10.12	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.96	3	0.00	0	0.00	0	80.96	3
CCOP	Civil Copies	15.50	13	0.00	0	0.00	0	15.50	13
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	9,860.90	84	0.00	0	0.00	0	9,860.90	84
CHS	Courthouse Security Fee (CCP 102.017)	6.07	3	0.00	0	0.00	0	6.07	3
CHSJC	JP Security Fee (CCP 102.017)	2.02	3	0.00	0	0.00	0	2.02	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	6.00	1	0.00	0	0.00	0	6.00	1
CMAIL	Clerk Service Fee by Certified Mail or Posting	31.88	1	0.00	0	0.00	0	31.88	1
COLLFEE	Collection Agency Fee	207.30	2	0.00	0	0.00	0	207.30	2
CONT2	Constable Service Fee Pct #2	7,360.00	75	0.00	0	0.00	0	7,360.00	75
CSFF	Child Safety Fee (CCP 102.014(d))	60.00	3	0.00	0	0.00	0	60.00	3
DDF	Deferred Disposition Fee	541.00	6	0.00	0	0.00	0	541.00	6
FNTC1	Child Safety Seat Fine Trauma Center	50.00	1	0.00	0	0.00	0	50.00	1
IDF	Indigent Defense Fee (LGC 133.107)	4.05	3	0.00	0	0.00	0	4.05	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 03/01/2024 - 03/31/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.10	3	0.00	0	0.00	0	8.10	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.10	3	0.00	0	0.00	0	8.10	3
JTP	Juvenile Truancy Program (CCP 102.0174)	5.12	2	0.00	0	0.00	0	5.12	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.02	2	0.00	0	0.00	0	1.02	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.02	2	0.00	0	0.00	0	1.02	2
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.61	2	0.00	0	0.00	0	0.61	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.53	2	0.00	0	0.00	0	5.53	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,370.00	274	0.00	0	0.00	0	1,370.00	274
SB41JCSF	Justice Court Support Fund	6,850.00	274	0.00	0	0.00	0	6,850.00	274
SB41LAF	Language Access Fund - LGC 135.155	822.00	274	0.00	0	0.00	0	822.00	274
SB41SCF	State Consolidated Fee	210.00	10	0.00	0	0.00	0	210.00	10
STF	State Traffic Fee (TC 542.4031)	0.72	1	0.00	0	0.00	0	0.72	1
TCCF	Truant Conduct Contempt Fine - Child	75.00	2	0.00	0	0.00	0	75.00	2
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
UFA	Uniform Traffic Act (TC 542.403)	0.07	1	0.00	0	0.00	0	0.07	1
WARC2	Warrant Fee - Constable Pct. 2	201.23	3	0.00	0	0.00	0	201.23	3
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	40.00	9	0.00	0	0.00	0	40.00	9
WSF2	Constable #2 - Writ Service Fee	1,800.00	10	0.00	0	0.00	0	1,800.00	10
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		41,997.68	1,584	0.00	0	0.00	0	41,997.68	1,584

Commissioners Court - Regular Session **16.**

Meeting Date: 04/09/2024

Bluebonnet Trails Community Services Amendment No 2 to Second County Addendum Private Psychiatric Beds ARP/

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 between Williamson County, Texas and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services.

Background

Due to supply chain issues that have caused delays to the construction and services to be provided through funding of the original Interlocal Agreement and its addendums, the dates for funding that are set forth in Attachment A and Attachment C of the Second Addendum for Interlocal Agreement are being extended to December 31, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to Second Addendum Bluebonnet Trails Psychiatric Beds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:24 AM
Form Started By: Julie Kiley		Started On: 04/04/2024 08:00 AM
Final Approval Date: 04/04/2024		

AMENDMENT TO SECOND COUNTY ADDENDUM FOR INTERLOCAL AGREEMENT ON PRIVATE PSYCHIATRIC HOSPITAL BEDS NECESSARY DURING COVID-19

With Funding From:
The Coronavirus Aid, Relief and Economic Security Act (CARES) and The American Rescue Plan Act (ARPA) (C.F.D.A. 21.027)
(Bluebonnet Trails Community MHMR Center)

This Amendment to Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 ("Amendment") is by and between Williamson County, Texas (the "County") and Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services ("BTCS").

RECITALS

WHEREAS, the County and BTCS previously entered into that certain Williamson County Private Psychiatric Hospital Beds Necessary During Covid-19 Interlocal Agreement dated effective August 4, 2020 ("ILA");

WHEREAS, the County and BTCS thereafter entered into that certain County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective December 15, 2020 ("First Addendum");

WHEREAS, the County and BTCS thereafter entered into that certain Second County Addendum for Interlocal Agreement on Private Psychiatric Hospital Beds Necessary During Covid-19 dated effective August 31, 2021 ("Second Addendum"); and

WHEREAS, due to supply chain issues that have caused delays to the construction and services to be provided through funding of the ILA and its addendums, the County and BTCS now desire to amend the Second Addendum in order to extend dates that are set forth **Attachment A** and **Attachment C** of the Second Addendum.

AGREEMENT

NOW, THEREFORE, premises considered, the County and BTCS agree that the Second Addendum is supplemented, amended, and modified as follows:

I. Amendment to Attachment A and Attachment C

The **Attachment A** and **Attachment C** of the Second Addendum shall be supplanted and replaced, in their entirety, by the **Attachment A** and **Attachment C** attached hereto.

II. Terms of ILA Control and Extent of Amendment

All other terms of the ILA and any prior amendments or addendums 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 BTCS have executed this Amendment to be effective as of the date of the last party's execution below.

Williamson County, Texas:

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services:

By: _____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Date: August 25, 20 23

ATTACHMENT A

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES: REMODEL AND OPERATIONAL FUNDING FOR JUVENILE CRISIS RESPITE CENTER

This Attachment is entered into between Bluebonnet Trails Community MHMR Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County) for the renovation of a 16-bed children's crisis respite program to be located in Round Rock, Texas for the provision of crisis respite for families for children and adolescents admitted by Williamson County Family Courts, Child Protective Services and healthcare providers or law enforcement agencies.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Sections A. and B., as follows:

> BTCS Facility Remodel and Juvenile Respite Care Center (16 bed) with an additional $1,800,00.00 from the Coronavirus Aid, Relief and Economic Security Act (CARES) for costs incurred through December 31, 2021; and
>
> BTCS Juvenile Respite Care Center Operational Funding with $2,345,440 in calendar year 2022 and $4,000,400 in calendar year 2023 for a total of $6,345,840.00 from the American Rescue Plan Act (ARPA) (C.F,D.A. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

A. BTCS will renovate 5,500 square feet within the BTCS facility located at 1009 N. Georgetown Street, Round Rock, Texas 78664. The total cost of the renovation accommodating the therapeutic setting for children and adolescents will not exceed $1.8M, for renovation to be completed by December 31, 2021.

B. BTCS will collaborate with the Williamson County Behavioral Task Force in designing the admission criteria and curricula serving the needs of the designated population including therapies, medications and education and discharge planning ensuring a seamless episode of care, maximizing the use of available resources and plan for the successful return of the individual to their home community and school.

C. BTCS will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

D. BTCS will provide written reports to the County accounting for the beds supporting admissions from Williamson County. These reports will be included with the monthly invoice to the County.

E. If requested by County,

1. BTCS will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video by BTCS providers.

2. BTCS will maintain, provide a copy of, and inform the County within five (5) business days of any changes to all certifications, licensure, or registrations required by law.

3. BTCS will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis for Services provided to County by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for therapeutic services accounted for by bed days used by Williamson County children and adolescents or others admitted by the partnering courts, social services, CPS and law enforcement agencies. BTCS will invoice the County only for those bed days attributed to persons admitted by Williamson County healthcare providers and law enforcement agencies. The County shall pay BTCS for Services provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Renovation Supporting Juvenile Crisis Respite Program	Not to exceed: $1,800,000 by December 31, 2021
Staffing and Operation of Juvenile Crisis Respite Program	Not to exceed: $2,345,440 in calendar year 2022 and $4,000,400 through December 31, 2024

ATTACHMENT C

RESPONSIBILITIES AGREEMENTS AND OBLIGATIONS OF THE PARTIES: FUNDING FOR JUVENILE PSYCHIATRIC WING BEDS FOR ACUTE CARE

This Attachment is entered into between Bluebonnet Trails Community Mental Health and Mental Retardation Center d/b/a Bluebonnet Trails Community Services (BTCS) and Williamson County (County)for beds purchased at Provider, a behavioral health hospital remodeled to provide specialized acute care beds for juveniles.

This Attachment addresses Paragraph II. Approval of Additional Mental Health Projects, Section D., as follows:

BTCS Specialized Juvenile Psychiatric Wing for Acute Care Operational Funding with $500,000.00 in calendar year 2021, $500,000.00 in calendar year 2022, and $500,000.00 in calendar year 2023 for a total of $1,500,000.00 from the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027) for costs incurred through December 31, 2024.

I. SCOPE OF SERVICES

A. BTCS will enter into a contact with a provider for the purpose of purchasing specialized acute care beds for juveniles.

1. The rate will be reflective of the cost charged by Provider.
2. Provider will ensure access to psychiatric services; either in house, or by referral relationship. Services will be provided in person and/or via tele-video.
3. Provider will maintain, provide a copy of, and inform BTCS, who will inform the County, within five (5) business days of any changes to all certifications, licensure, or registrations required by law.
4. Provider will maintain general and professional liability insurance in the minimum amount of one million dollars ($1,000,000) for each occurrence.
5. Provider will invoice BTCS by the 10th day of each month for the beds purchased during the previous month.

B. BTCS will coordinate with Provider to secure a private psychiatric hospital bed for Williamson County juveniles at the negotiated bed day rate, the rate established in the contract between BTCS and the admitting private psychiatric hospital.

C. BTCS will collaborate with Provider on the discharge plan to ensure seamless episode of care, maximize the use of available resources and plan for the successful return of the individual to their home community.

D. BTCS and Provider will uphold the intent of the Emergency Order GA-8 to isolate and contain the COVID-19 virus in all counties in Texas by using appropriate precautions including, but not limited to, wearing personal protective equipment to safely serve during the pandemic.

E. BTCS will provide written reports to the County accounting for the beds supporting admissions of juveniles from Williamson County. These reports will be included with the monthly invoice to the County.

II. PAYMENT FOR SERVICES

BTCS will submit billing statements on a monthly basis to County for beds purchased by the fifteenth (15th) working day following the end of the month services were rendered. BTCS will invoice the County only for bed days purchased on the specialized acute care wing that for which no other funding stream is available. BTCS will invoice the County only for those bed days attributed to juveniles admitted by Williamson County healthcare providers, CPS, justice agencies, and law enforcement agencies. The County shall pay BTCS for bed days provided and verified pursuant to this Contract at the rates identified below and billed according to the terms of this Contract:

Service	Rate
Cost per Bed Day on Specialized Acute Care Psychiatric Wing for Juveniles	At cost: Per Contract Agreement - TBD
Bed Day Costs Not to Exceed	$500,000 in calendar year 2021; $500,000 in calendar year 2022; and $500,000 through December 31, 2024 for a total of $1,500,000.00 costs incurred through December 31, 2024

Commissioners Court - Regular Session **17.**

Meeting Date: 04/09/2024

Petco Love Investment

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting an investment of $95,000 from Petco Love for the Williamson County Regional Animal Shelter.

Background

Petco Love is thrilled to support the lifesaving efforts by investing $95,000.00 in the Williamson County Regional Animal Shelter. Funds awarded may be used for any lifesaving purpose.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:43 AM
Form Started By: Misty Valenta		Started On: 03/21/2024 01:30 PM
Final Approval Date: 04/02/2024		

Commissioners Court - Regular Session **18.**

Meeting Date: 04/09/2024

Approval of Service Agreement #2024173 for Consulting with Viddah Vet TeleHealth Service for Animal Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving # 2024173 Consulting Service Agreement between Williamson County and Viddah Vet TeleHealth Inc for the purchase of vet services for animal health concerns in the amount of $7,200.00 and authorizing the execution of the Agreement.

Background

The approval of this purchase will benefit Williamson County Animal Services. Vidaah Service supports animal welfare organizations for the purposes of tele-triaging animal health concerns of foster families and foster management staff. The funding source is Grant 494P/494A. The department point is Misty Valenta and Linda Gunter in Animal Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Service Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:26 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:22 PM
Form Started By: Barbi Hageman		Started On: 03/21/2024 10:26 AM
Final Approval Date: 04/03/2024		

CONSULTING
SERVICES AGREEMENT
(Vida Animal Health)

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Vida Animal Health, located at 295 River Rd., Sault Ste. Marie, ON, P6A 5k9, (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 agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement shall commence on April 1, 2024, and shall remain in effect till December 31, 2024 ("Initial Term"). At the end of the Initial Term, the parties upon mutual agreement, shall have the option to renew this Agreement for up to three (3) additional one-year terms, with the terms and conditions remaining the same.

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 County agrees to pay Consultant the fees for the Services set forth in the SOW.

3.2 Unless specified otherwise in the SOW, Consultant will invoice County 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.

4. Intentionally Blank

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.

8. Indemnification and Insurance

8.1 INDEMNIFICATION.

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 GROSS NEGLIGENCE OR WILLFUL MISCONDUCT 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. CONSULTANT'S LIABILITY FOR INDEMNIFICATION UNDER THIS CLAUSE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO CONSULTANT UNDER THIS AGREEMENT.

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. 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	

b. Professional Liability Insurance: In the event that Consultant shall provide any advice or recommendations as it applies to veterinary services, or to the extent that such coverage applies otherwise, the Consultant shall procure at its own expense professional liability insurance for Services to be performed pursuant to this Agreement, insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of One Million Dollars ($1,000,000).

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.

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 workspace 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 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.

12.11 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.

12.12 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.

12.13 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.

12.14 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.

SIGNATURES TO FOLLOW

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.

VIDA ANIMAL HEALTH

BY: _____

NAME: Gilberto Gandra

TITLE: CEO

DATE: March 19 ____, 20 24

ADDRESS: 295 River Road
Sault Ste. Marie, ON, P6A 6K9
Canada

WILLIAMSON COUNTY, TEXAS

BY: _____

TITLE: As Presiding Officer of the Williamson County Commissioners Court

DATE: _____ _____, 20_____

ADDRESS: 710 S. Main Street
Ste.101
Georgetown, TX 78626

EXHIBIT A
STATEMENT OF WORK

1. Overview

The Vida Animal Health (Vidaah) Veterinary Teletriage Service is a real-time chat-based service for the purposes of consulting and assessing animal health concerns of caregivers from animal welfare organizations. A caregiver can include, but is not limited a foster volunteer, a shelter staff member, or an animal control officer. Vidaah is not intended to replace a physical examination by a local veterinarian. Veterinarian support provided will vary from individual clinician contracted by Vidaah, as it would in real-life conventional practices. This teletriage service is also highly dependent on information provided by pet caregivers via chat/videos/images.

2. Description Services

Vidaah undertakes to provide to the Client and its caregivers the Services listed below in accordance with the Service Levels for the duration of the subscription agreement:

1.1. Twenty-four hours per day, seven days per week internet-based application services required to provide veterinarian support services and chat to the Client's caregivers for the purposes of providing general veterinarian teletriage support through the use of the Vidaah Animal Health Web Application;

1.2. Access to a registered veterinarian via Vidaah Animal Health Web Application;

1.3. Transcripts provided to the Client's admins and to the relevant Veterinarian of the outcome of each chat history provided via the Vidaah Animal Health Web Application admin dashboard;

1.4. Report dashboard to the Client relating to the teletriage service provided by Vidaah to the Client's caregivers such as the chat quantity, users (referred to as "Fosters" within the platform), and quantity of Vidaah Animal Health Web Application messages made by each of the Client's caregivers;

1.5. Conduct weekly routine checks during this Agreement with each Veterinarian to ensure quality control of the Services;

1.6. Provide the Client with a minimum of 24 hours notice of any scheduled maintenance that may impact the usage of the Vidaah Animal Health Web Application or teletriage service;

1.7. Ensure to the best of its abilities that each Veterinarian on duty at a specific time will have strong internet connectivity during the relevant Veterinarian's working shift for the purposes of this Agreement; and

1.8. Provide the Client and caregivers with technical support 24 hours a day any day of the year to resolve any queries or support issues relating to the Services.

Except as otherwise specified, all equipment, materials, and supplies required to carry out the services described above shall be furnished by Vidaah and shall be fit for their purpose to the reasonable satisfaction of the Client**.**

3. Service Levels

Severity levels, response and update times and maximum resolution times.

Severity level	Service Level Issue	Response Time	Subsequent Updates	Maximum Resolution Time
1	Vidaah Web Application is down and inaccessible to some or all users. Some or all users are unable to access the Vidaah Web Application.	15 mins	1 hour	4 days
2	Some or all users unable to use Web Chat Services within the Vidaah Application Some or all users need to wait longer than seven (7) minutes to provide Web Chat Services by a Veterinarian.	60 mins	2 hours	24 hours
3	Some or all users experiencing issues with the quality of images and videos sent/received via the Vidaah Web Chat Application.	3 hours	6 hours	2 days
4	Planned maintenance and outages.	15 mins	30 mins	2 days

4. Notifications of interruptions

We take service interruptions very seriously and strive to always reduce and mitigate issues. Please contact us at **support@vidaah.vet** if you encounter any issues or have any questions. We also maintain 2 main channels of communication when we are actively engaged in an issue. Status page - https://status.vidaah.vet/

As soon as a report is caught by our monitoring tools or is verified by our support workflows we will update our status page with communication on the investigation and remediation steps being taken. Anyone who has subscribed to updates will receive a notification. Once resolved we will also close the incident and conduct an incident root cause analysis to ensure we prevent future incidents. Access to the status page can be accessed from error messages within the application, our support email communications, and the Vidaah website.

In Vidaah App notifications
Inside our partner and foster/supporter applications, we use our banner notification system to communicate instantly with our users. Notices can include links for further information to get more help or direct links to our status page for documented responses to an incident.

5. Pricing & Overages

All pricing includes unlimited user logins and Administrator logins. The administrator dashboard provides secure privileges including full historical, time-stamped consult dialogues, usage and engagement metrics, and user management. Monthly overages are calculated by calendar month and provide the Client the opportunity to upgrade retroactively or pay for the additional chats whichever is lower cost. Vidaah will continue to answer calls, regardless of whether or not you have surpassed your service level agreement quota. Billing is based on calendar months and charged on the first calendar day preceding service.

Product	**Consults Included per month**	**Monthly Fee**	**Additional fee per Consult**
Starter	10	$300	$24
Pro	25	$600	$18
Super Pro	50	$900	$15

Client elects to utilize the Pro Service Level. The total fee payable by the Client pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of Ten Thousand Dollars ($10,000) per term.

6. Modifications to Terms & Conditions

The Vidaah reserves the right to update these terms with a minimum of Sixty (60) day notice. The continued use of the Vidaah Animal Health Web Application by the User after changes implies acceptance of the new terms.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1124755

Date Filed:
02/15/2024

Date Acknowledged:
02/16/2024

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

Vida Animal Health Digital Corp.
Sault Ste Marie ON Canada

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.

2024136
Vet TeleHealth Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gandra & Company Ltd.	Sault Ste Marie ON Canada	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

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:
2024-1124755

Date Filed:
02/15/2024

Date Acknowledged:

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

Vida Animal Health Digital Corp.
Sault Ste Marie ON Canada

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.

2024136
Vet TeleHealth Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gandra & Company Ltd.	Sault Ste Marie ON Canada	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gilberto Gandra, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), [redacted] (country).

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

Executed in CHIPPEWA County, State of Michigan, on the 16th day of February, 20 24.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **19.**

Meeting Date: 04/09/2024

Approval of Purchase for Research Subscription Services with LexisNexis Risk Solutions for Justice of the Peace Precinct #4

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Agreement #2024172 between Williamson County and LexisNexis Risk Solutions for subscription services for $1,550.00, and authorizing the execution of the agreement.

Background

The approval of this agreement, Schedule A - Accurint for Government (Transactional) will allow Justice of the Peace Precinct #4 staff to perform various searches to locate and track defendants in addition to verifying personal identifier information. This agreement has a beginning date of 11.01.23 and the term is twelve (12) months. The subscription will automatically renew for additional periods of twelve (12) months unless the agreement is terminated. This service is currently being utilized by Justice of the Peace Precinct #4 staff. The line item to be charged is 01.0100.0454.004210 for FY24. The point of contact is Debbie Sanders.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LexisNexis Agreement

Form 1295 LexisNexis

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 09:15 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:20 AM
Form Started By: Misty Brooks		Started On: 04/02/2024 03:17 PM
Final Approval Date: 04/04/2024		

LexisNexis® Risk Solutions

SCHEDULE A
Accurint for Government
(Transactional)

Customer Name: **Williamson County - Texas**
Billgroup #: [redacted]
LN Account Manager: **Jimmy Restivo**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning November 1, 2023 and ending October 31, 2024 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES
2.1 Customer shall pay the prices detailed in the attached Price Schedule.
2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of $50.00 ("Monthly Minimum Commitment").

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **October 30, 2023**.

4. CLOUD SERVICES
LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Williamson County - Texas

Signed: _____

Name: _____

Title: _____

Date: _____

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

(Pricing is per hit unless otherwise indicated. All features priced $0.35 or less are not discountable, in addition to any feature indicated as not discountable)

PRICE SCHEDULE (Transactional)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search (charged per search)	$1.00
Advanced Person Search	$0.75
Automated Valuation Model (AVM) Report	$5.00
Associates ("Next Steps")	$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	$0.50
Bankruptcy Search (charged per search)	$0.25
Bankruptcy Report	$1.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$2.00
Business Credit (charged per search) (not discountable)	$0.25
Business Credit Report	$20.00
Business Search (charged per search) (not discountable)	$0.35
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Civil Courts Search (Report Included) (charged per search)	$2.00
CLIA Report	$0.25
Concealed Weapons Permit	$0.25
Corporation Filings (Report Included Except In Delaware)	$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records (charged per search)	$1.00
Criminal Records Report	$1.00
DEA Controlled Substances License Search	$0.25
Death Records (charged per search)	$0.25
Death Records Report (charged per search)	$1.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Driver Licenses	$0.75
Dun & Bradstreet Global Market Identifiers Search	$3.75
Dun & Bradstreet Search (not discountable)	$0.25
Dun & Bradstreet Report (not discountable)	$3.75
Email Search Premium (not discountable)	$0.40
FAA Aircraft (Report Included)	$0.25
FAA Pilots (Report Included)	$0.25
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search (charged per search)	$3.00
Federal Firearms & Explosives	$0.25
Federal Employer ID Numbers (FEIN)	$0.50
Fictitious Business Name	$0.50
Foreclosures Search (Report Included)	$1.00
Hunting/Fishing Licenses	$0.25
InstantID Consumer Search (charged per search)	$0.75
InstantID Q&A (charged per search)	$1.30
Liens & Judgments (charged per search)	$0.25
Liens & Judgments Report	$1.00
Marriages / Divorces Search	$1.00
Motor Vehicles Search	$0.75
Motor Vehicles Report	$1.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	$1.50
Neighbors ("Next Steps") (not discountable)	$0.25
NPI Data Search (not discountable)	$0.25
NPI Report	$0.50
OSHA Investigative Reports Search	$1.00
Passport Validation (charged per search)	$1.00
People At Work Search	$1.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$3.00
-51 - 250	$15.00
-251 - 500	$30.00
-501 - 1,000	$60.00
-1,001 - 5,000	$300.00
-5,001 - 25,000	$1,500.00
-25,001 - 100,000	$6,000.00
Professional Licenses (Report Included) (charged per search)	$1.00
Property Deed Search	$1.00
Property Assessment Search	$1.00
Property Assessment Report	$1.00
Property Deed Report (excluding Deed Image)	$1.00

Customized Schedule A

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$2.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$1.00
Relatives, Neighbors & Associates ("Next Steps")	$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	$2.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included) (charged per search)	$1.00
SIRIS	$0.00
USA Patriot Act (charged per search) (not discountable)	$0.25
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.25
Watercraft	$0.50
Watercraft Report	$1.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$3.50
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees),	$3.50

Customized Schedule A

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	$1.00
-Businesses At Address	$0.25
-Concealed Weapons Permit Search	$0.25
-Criminal Records Search (charged per search)	$1.00
-Criminal Records Report	$1.00
-Driver Licenses At Address	$0.75
-Hunting/Fishing License Search	$0.25
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles Registered At Address	$0.75
-Neighborhood Profile (2010 Census)	$0.50
-Neighbors At Address	$0.25
-Property Ownership Current / Previous	$1.00
-Sexual Offenders Search (Report Included) (charged per search)	$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-IRS 5500	$0.50
-Liens and Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-UCC Filings	$0.50
-Watercraft	$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.50
Additional Report Options:	--
-Associates	$1.00
-Bankruptcy (charged per search)	$1.00
-Criminal Records (charged per search)	$1.00
-DEA Controlled Substances License Search	$0.25
-Driver Licenses Information	$0.75

Customized Schedule A

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Email Search Premium (not discountable)	$0.40
-Federal Firearms & Explosives License Search	$0.25
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.75
-National Motor Vehicle Accident Search & Report	$3.00
-Neighborhood Profile (2010 Census)	$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.25
-People At Work	$1.00
-Phones Plus	$0.50
-Professional Licenses (Report Included) (charged per search)	$1.00
-Properties	$1.00
-Real Time Phone Search (not discountable)	$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$1.00
-Sexual Offenders (charged per search)	$1.00
-Supplemental Data Sources (charged per search)	$1.00
-UCC Filings	$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25

Customized Schedule A

Accurint for Government (Plan 58)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Reverse Phone Append (not discountable)	$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140786

Date Filed:
04/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LexisNexis Risk Solutions FL Inc.
Alpharetta , GA United States

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

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.
2024172
Research Subscription- LN Risk Accurint for Government

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX PLC	Newton, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rachel Harenza, and my date of birth is [redacted].

My address is 1000 Alderman Drive (street), Alpharetta (city), GA (state), 30005 (zip code), USA (country).

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

Executed in Dane County, State of Wisconsin, on the 1st day of April (month), 2024 (year).

Rachel Harenza
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140786

Date Filed:
04/01/2024

Date Acknowledged:
04/02/2024

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

LexisNexis Risk Solutions FL Inc.
Alpharetta , GA United States

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

Williamson County

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.

2024172
Research Subscription- LN Risk Accurint for Government

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX PLC	Newton, MA 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 **20.**

Meeting Date: 04/09/2024

Award of RFP #23RFP82 Tax Assessor-Collector Electronic Payment Processing to Grant Street Group, Inc. for Tax Assessor/Collector

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP82 for the Tax Assessor-Collector Electronic Payment Processing to Grant Street Group, Inc., and authorizing the execution of the agreement.

Background

The Purchasing Department solicited proposals for RFP #23RFP82, for the Tax Assessor-Collector Electronic Payment Processing. Three hundred seventy-nine (379) suppliers were invited to bid, of which forty-nine (49) suppliers viewed the bid documents and twelve (12) suppliers responded. Staff is recommending to the Williamson County Commissioners Court that Grant Street Group, Inc. receive this award. Deposits will be made to 01.0100.0499.005741. The department point of contact is Larry Gaddes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GSG Recommendation Letter

GSG Agreement

Scoring Summary

Form 1295 GSG

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 09:48 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:02 AM
Form Started By: Misty Brooks		Started On: 03/28/2024 04:01 PM
Final Approval Date: 04/04/2024		

February 27, 2024

WILLIAMSON COUNTY
TAX ASSESSOR-COLLECTOR

To: Williamson County Purchasing Department

Re: 23RFP82 – Tax Assessor-Collector Electronic Payment Processing

The Williamson County Tax Assessor-Collector's office convened an RFP Evaluation Committee to review and evaluate submitted proposals for 23RFP82.

The recommendation from the RFP Evaluation Committee is to award the Electronic Payment Processing for the Williamson County Tax Assessor/Collector's office to PaymentExpress/Grant Street Group.

Regards,

Larry Gaddes
Tax Assessor/Collector
Williamson County

Electronic Payment Services Agreement

BY AND BETWEEN

GRANT STREET GROUP, INC.

AND

WILLIAMSON COUNTY

IMPORTANT NOTICE

Portions of this Agreement contain confidential and proprietary information pertaining to a data processing software licensing agreement which are exempt from disclosure through public records requests pursuant to the Texas Public Information Act. The confidential sections of this Agreement are clearly marked "CONFIDENTIAL". Grant Street Group should be promptly notified of any requests for disclosure of the portions of this document that are marked CONFIDENTIAL so that it may seek an appropriate protective order or injunctive relief.

ELECTRONIC PAYMENT SERVICES AGREEMENT

Grant Street Group, Inc., whose corporate address is 339 Sixth Avenue, Suite 1400, Pittsburgh, PA 15222 ("Grant Street") and **Williamson County on behalf of the County Tax Assessor/Collector**, whose address is 101 Wilco Way, Georgetown, TX 78626 ("County"), agree that this Electronic Payment Services Agreement ("Agreement") governs the provision of professional consulting, implementation, maintenance, training, and other services, and grants to County a limited license to use Grant Street's web applications, PaymentExpress®, for electronic payment services.

WHEREAS, County desires that Grant Street provide implementation of Grant Street's PaymentExpress, a comprehensive package of payment services allowing the County to accept all payment methods online and in-person, as well as training and support services pursuant to Grant Street's response to 23RFP82 Tax Assessor-Collector Electronic Payment Processing; and

WHEREAS, Grant Street represents that is it qualified and desire to perform such services.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration and intending to be legally bound, the parties hereby agree as follows:

1. PaymentExpress Service.

The electronic payment services provided by Grant Street hereunder shall be as described in Grant Street's reply to 23RFP82 and the specifications in Attachment 1, attached to this Agreement. PaymentExpress provides a means for County to accept electronic payments for transactions, including, without limitation, payments for property taxes and other taxes and fees, motor vehicle registrations, miscellaneous County permits, and licenses. PaymentExpress services are collectively referred to as "Electronic Payment Services".

1.1. The Electronic Payment Services, in accordance with the terms of the Agreement, may be in the form of: (i) certain approved credit and signature debit cards (each a "Card"); (ii) PIN debit card transactions; (iii) electronic check or other forms of payment through the Automated Clearing House (ACH) system (either such payments being referred to as an "E-check"); (iv) contactless transactions, and (v) any other modes of electronic transactions offered by Grant Street that County may desire to accept in the future. Payments by Cards, E-checks, or other modes described above shall hereinafter be referred to collectively as "E-payments." An Individual or entity making E-payments hereunder shall be referred to as a "Payor".

1.2. Electronic Payment Services support will be provided by Grant Street during the hours from 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday, excluding nationally recognized holidays ("Business Hours"). Grant Street shall respond in a prompt, commercially reasonable manner during Business Hours. Outside

of Business Hours, qualified Grant Street personnel will be reachable by cell phone to assist County in crisis situations.

1.3. In providing Electronic Payment Services, Grant Street will engage the services of financial intermediaries, including an acquiring bank and Card processor, or other financial intermediaries (collectively "the Bank"), in order for Grant Street to process E-payments, including Card payments from VISA, Inc., MasterCard International, Inc., American Express, and Discover® Network (each an "Association" and collectively the "Associations").

1.4 In the event more than $1 million in Visa transactions and/or $1 million in MasterCard transactions (the "Benchmark Amount" as provided by the Association Operating Regulations, and is subject to change) is processed through and on behalf of County in any twelve month period, County will automatically be deemed to have accepted, and will be bound by, the Merchant Services Agreement for Sub Merchants with Bank, which is set forth here: www.grantstreet.com/sub-merchant-agreement/. If County's current or expected processing volume is less than the Benchmark Amount, then a Merchant Agreement will not be required.

1.5. Grant Street shall make available to County reports and statements with respect to E-payments, as set forth in Attachment 1. All information appearing on such reports and statements shall be deemed accurate and affirmed by County, unless County objects by written notice specifying the particular item in dispute within thirty (30) days of the date of the report or statement. Delivery of the reports or statements may be in written or electronic form.

2. Term.

The initial term of the Agreement shall commence on the Effective Date and shall remain in force for an initial term of three (3) years immediately following the "Delivery" of the Electronic Payment Services, which shall be deemed to occur when County begins taking E-payments, or until terminated according to the provisions of this Agreement, whichever comes first. Prior to the end of the initial term, the parties may, upon mutual consent and mutually acceptable terms, renew the Agreement for subsequent terms. If neither party notifies the other of its intent to terminate at least ninety (90) days prior to the expiration of the Agreement, it shall automatically renew for a period of one (1) additional year, according to its then prevailing terms.

3. Termination.

During the initial term, either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within sixty (60) days after notice of violation; or (ii) any representation or warranty made by the other party shall prove to have been inaccurate or fraudulent in any material respect as of the date the same was made; or (iii) the other party admits, in writing, its inability to pay its debts generally as they become due, or executes an assignment for the benefit of creditors or similar document; or (iv) the other party is declared bankrupt or insolvent, is placed under the protection of any law for relief of debtors (whether or not accompanied by the appointment of a trustee, receiver, or other

legal representative), or otherwise enters into any judicial or administrative procedure which is designed or has, or may have, the effect of relieving debts of debtors.

3.1. Grant Street may terminate the Agreement immediately: (i) in the event the agreement between Grant Street and the Bank is terminated for any reason, and Grant Street is unable to agree to terms with a different bank or financial institution for purposes of Grant Street's being able to continue to offer its services to County under the Agreement; or (ii) in the event County notifies Grant Street, pursuant to Sections 6.1 or 6.4 below, of any legal requirement that contradicts Grant Street's contractual obligations to the Bank or the Associations. If Grant Street has reason to believe that its agreement with the Bank is going to be terminated for any reason, then Grant Street shall provide County with as much advance notice as is practicable under the circumstances to allow County an opportunity to limit any potential disruption in services to County's customers. Grant Street agrees to work with County in the transition of any services under this Agreement to a new gateway service provider or Bank in the event it cannot fulfill its obligations under this Agreement because of the reasons cited above.

3.2. County may terminate the Agreement in the event it has reasonable business concerns related to the Bank or any other third party that supports or is used in the E-payment process and transactions. County must provide Grant Street with 180 days' prior written notice of its intent to terminate under this paragraph, including a detailed statement of its reasonable business concerns. The parties will promptly meet to discuss such concerns and will make good faith efforts to resolve them, including, if appropriate, a substitution of the Bank or other third party to which County's concerns relate. If County's concerns are not resolved in such 180 day period, then County may terminate the Electronic Payment Services by written notice.

3.3 After the first year following Delivery of the Electronic Payment Services, either party may terminate this Agreement for convenience upon ninety (90) days written notice.

3.4. Termination shall not exclude other remedies for failure of a party to perform its obligations under this Agreement.

4. Processing of E-payments/Charges/Fees.

The Bank will process funds from E-payment transactions as set forth in this Section. In processing such funds, the Bank may credit and/or debit the bank accounts of Grant Street and County.

a. <u>Non-tax and Tax Payments and Grant Street Charges:</u>
   The Bank will deliver the Primary Amount (the portion of the total payment that excludes convenience, service, and/or processing fees) of the transaction by ACH to the County's designated bank account ("County's Receiving Account") equal to the reconciled summary of E-payments since the previous credit.
   The Bank will deliver convenience, service and/or processing fees (collectively referred to as "Service Fee(s)") to Grant Street's Operating Account or to a Grant Street "For The Benefit Of" (FBO) account.
b. An exception to Section 4.a exists for two scenarios:

1) Due to limitations with the PIN debit networks, Grant Street cannot directly split the deposit of PIN debit transactions by depositing the Primary Amount into the County's Receiving Account and depositing the Service Fees into Grant Street's Operating Account. Instead, Grant Street will:
    A) Deposit the Primary Amount and Service Fees for PIN debit transactions into a Grant Street FBO account and then promptly transfer the Primary Amount to the County's Receiving Account/s.
2) If you select Grant Street's "semi-integrated" in-person payments solution (including PIN debits), the pass-through funding model is required.

c. Provisional Credit:
Any credits to Grant Street's Operating Account or FBO account and County's Receiving Account as set forth above are provisional only and subject to revocation by the Bank until such time that the E-payment is final and no longer subject to chargeback by the Card issuing entities ("Issuer"), cardholder or Associations.

4.1. Grant Street Charges. In consideration for providing County with Electronic Payment Services, Grant Street will charge to Payors a Service fee, as set forth in Attachment 2 of the Agreement. All persons making E-payments will be advised that payment with a Card, E-check, or authorized E-payment method may be subject to a Service fee for use of the Electronic Payment Services, as well as the amount of such fee or charge. Depending on the type of transaction (e.g., tax or non-tax), the Service fee (referred to hereinafter as "GSG Charges") may be charged to the Payor separately or be included as part of the total amount of the transaction. In the event the Bank, Associations, or Issuers increase their fees, Grant Street may increase the GSG Charges correspondingly upon thirty (30) days advance written notice.

5. Equipment

At no cost, Grant Street will provide County with an initial supply of up to 46 (forty six) Ingenico Lane/5000 (or equivalent) point of sale devices ("POS Devices"), one for each County cashiering station, plus spare devices. The POS Devices are intended to support point-to-point encryption, contactless, and EMV. Grant Street is obtaining the POS Devices from a third party supplier and makes no warranties or representations whatsoever with respect to the POS Devices and their operation. Grant Street may substitute a device but said device must provide full functionality without the need to download software.

5.1. Grant Street will repair or replace defective POS Devices during the term of this Agreement. County shall be solely responsible for maintaining and replacing the POS Devices, including replacement for obsolescence. Obsolescence shall include, but is not limited to, any loss in the utility of a POS Device as a result of any action of or determination by the Payment Card Industry (PCI) Security Standards

Council (SSC), the Associations, or any other Rules setting body as set forth in Section 8, Compliance Matters, of this Agreement. Grant Street shall not be responsible for any liability arising from the POS Devices or use thereof.

5.2. County shall be responsible for the cost of additional POS Devices Grant Street would need to procure for County beyond the initial supply provided by Grant Street. Upon termination or expiration of this Agreement, County shall promptly return to Grant Street the POS Devices supplied by Grant Street to County.

6. County Responsibilities.

County's responsibilities under the Agreement include:

a. Installing, maintaining, repairing, and replacing all required communication networks and related equipment and services necessary to support Electronic Payment Services, including, without limitation, POS Devices as set forth in Section 5 above;

b. Assuring the ongoing security/integrity of all equipment used to process transactions, including, without limitation, POS Devices;

c. Exercising due diligence to protect the equipment from damage or theft, including, without limitation, the POS terminals or similar devices;

d. Prevent fraudulent use of POS Devices, including, but not limited to, physical or electronic tampering with such POS Devices, while in possession of County;

e. Informing Payors of the option to make payments through Electronic Payment Services, including by displaying a notice of such option on the bills issued to Payors;

f. Taking, or authorizing Grant Street to take, actions to publicize the availability of Electronic Payment Services in County's offices and/or on the County's website;

g. Immediately notifying Grant Street of any suspected, alleged, or confirmed occurrence that could result, directly or indirectly, in the unauthorized access to, or disclosure of, card account data ("Compromised Data Event"), regardless of the source, including any County third party suppliers;

h. Upon County suspected or actual discovery of a Compromised Data Event, County shall not alter or destroy any related records, and shall maintain complete and accurate documentation regarding any modifications made to such records. In order to safeguard payor information and data, Grant Street reserves the right to discontinue processing Card payments related to the Compromised Data Event;

i. In the event of a Compromised Data Event, Grant Street, Bank, or Associations, may engage a forensic investigator approved by an Association. County shall cooperate with the forensic investigator so that it may immediately conduct an examination of County equipment, systems, County and County's third party supplier's procedures and records, and issue a written report of its findings; and

j. County shall share with Grant Street information related to County or any Associations' investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and Grant Street may share such information with the Associations. County shall be responsible for the cost of the forensic investigator.

6.1. To the extent County comes into possession of any Card information of any Payor, County agrees it will handle such information in compliance with all applicable standards set forth by the Payment Card Industry ("PCI") Security Standards Council, as amended by the PCI from time to time (the "PCI Standards"), as well as the requirements of Texas law, provided that if there is any requirement of Texas law that would require County to handle any Card information in a manner that conflicts with that required by the PCI Standards, County shall notify Grant Street immediately upon becoming aware of such in order that Grant Street may seek appropriate relief, which may include, without limitation, termination of the Electronic Payment Services.

6.2. With respect to any Card-based E-payment for which County will be entering data and information into the County's tax collection application (the Application"), County shall enter additional information as may be required by Grant Street, the Bank, and/or the Associations from time to time. For payments with a Card received through certain channels (e.g. telephone), Grant Street may require County to enter CVV/CID values and/or Cardholder's billing address. [For purposes hereof, "CVV/CID" shall mean a service, which allows County to verify Cardholder's possession of a Card through the identification of unique digits on the Card, i.e., CVV (card verification value) and CID (card identification data)]. Grant Street may accept or reject these payments based on CVV/CID verification and/or address verification.

6.3. County must not transmit any information with respect to an E-payment that County knows, or should have known, to be fraudulent or not authorized by the Payor. County is responsible for its employees' actions in this regard.

6.4. Prohibited Transactions – Subject to any requirements under Federal or Texas law (of which County will notify Grant Street immediately upon becoming aware of any such requirement), County shall not do any of the following with respect to an E-payment:

a. Transmit any E-payment not originated directly between County and a Payor for payment of obligations of the type permitted through Electronic Payment Services;

b. Initiate an E-payment credit without a balance in the County's Receiving Account equal to the credit;

c. Disburse to any Payor or third party funds received as a result of a Card E-payment in the form of cash. All transaction credits will be issued to the same Card account number as the sale; and

d. Require a Payor to complete a postcard or similar device that includes the Card's account number, Card expiration date, signature, or any other Card account data in plain view when mailed.

Grant Street shall not have any responsibility for any losses attributable to County undertaking any of the foregoing prohibited transactions or any other transactions prohibited by Association regulations.

6.5. County will display prominently at its place of business emblems and other promotional material and literature provided by Grant Street with respect to Card companies whose Cards may be used in connection with E-payments.

6.6. County agrees to cooperate with Grant Street as reasonably necessary for Grant Street to meet its contractual obligations with the Bank and third parties used in connection with Electronic Payment Services. Such cooperation shall include, without limitation, County promptly replying to Grant Street's or the Bank's request for information relating to any E-payment or Payor in connection with transactions processed in accordance with the Agreement.

6.7. With respect to any E-check for which County will be entering data, County will take measures to ensure that: (i) the information it enters into the Application with respect to each such E-check is accurate, is timely, has been authorized by the party whose account will be credited or debited, and (ii) the E-check is for the amount owed to County by the party whose account will be credited or debited at the payment date specified.

7. Disputed E-payments and Chargebacks.

Grant Street shall staff a first level helpline during Business Hours to respond promptly to inquiries from Payors regarding any disputed E-payment and shall seek to resolve any disputes amicably. In seeking to resolve disputes, Grant Street may be required to engage County, the Bank, the Associations or other third parties. The Bank has reserved the right to charge Grant Street any applicable Association fees or charges, on account of excessive refunds (which must be more than 1% of all Visa transactions refunded over a month period AND the total number of refunds is over 75), chargebacks or inquiries (defined as 1% of all Visa transactions chargedback over a month period AND the total number of chargebacks is over 75), as assessed by the Associations. In the event the Bank levies any such fees or charges against Grant Street due to County errors, Grant Street reserves the right to assess such fees, charges, or reimbursements against County and will be permitted to bill County for same, provided that Grant Street provides County with documentation supporting such fees, charges, or reimbursements. Grant Street or Bank may debit County's Receiving Account with respect to any such fees, costs, or charges, and in the event County's Receiving Account does not have funds sufficient to cover such fees, costs, or charges, Grant Street will invoice County for, and County will pay, such fees, costs, or charges.

In the event County receives or obtains information regarding any claim or defense by a Payor with respect to a disputed E-payment or chargeback, County agrees to provide Grant Street the following information in writing:

a. The Payor's name;

b. A unique confirmation number (transaction sequence number, or other identifier) that Grant Street can use to reference the transaction in subsequent communications with the Bank;

c. The date and time the Payor asserted the claim or defense;

d. The nature of the claim or defense;

e. The action that County took in an attempt to resolve the dispute; and

f. Upon request, County shall furnish Grant Street with this information within three (3) days.

7.1. Grant Street is not liable for chargebacks or other subsequent refusals for settlement of Primary Amount initiated by any Payor. All such chargebacks and/or refusal for settlement by a Payor will be credited to the Payor and County must mark in the Application as "unpaid" all bills to which the contested payments were applied. In the event of any such chargeback and/or refusal for settlement, County shall allow the Bank or Grant Street to debit the amount of any such chargeback from County's Receiving Account. E-payments that have been charged back and not re-presented may not be reauthorized.

8. Compliance Matters.

Grant Street and County shall comply with all applicable bylaws, rules, regulations, policies, and guidelines of National Automated Clearing House Association ("NACHA"), the Associations and any Issuer whose Cards are used to make E-payments in accordance with this Agreement (collectively the "Rules"). Summaries of the Associations' rules are available for merchants at www.visa.com, www.mastercard.com, www.discovernetwork.com, and www.americanexpress.com/merchantopguide (see Attachment 4 of this Agreement for further information), and is hereby incorporated into this Agreement. NACHA rules are available through www.nacha.org. Grant Street and County agree that these Electronic Payment Services shall be governed by the Associations' rules and NACHA rules, as applicable, and that any E-payment provision of the Agreement which conflicts with either set of rules, as they may be amended from time to time, shall be superseded thereby. Grant Street may, from time to time, advise County of additional rules that may become applicable.

9. Limited Warranties.

Grant Street warrants that PaymentExpress, and any other electronic payment software provided by Grant Street, (collectively, "Electronic Payment

Applications"), will conform to Grant Street supplied specifications and documentation. Grant Street does not warrant that the operation of the Electronic Payment Applications will be uninterrupted or error free. As County's sole and exclusive remedy for breach of the warranties contained herein, Grant Street shall correct documented errors that are caused by a defect in the Electronic Payment Applications. For purposes of this Section, the term "defect" shall mean only material deviations from the specifications and documentation supplied by Grant Street.

9.1. The limited warranties contained in this Section shall not apply if a claimed problem is caused by: (i) the malfunction of software or applications not produced, developed, or provided by Grant Street; (ii) County's negligence or fault; (iii) County providing improper data to be processed via Electronic Payment Applications; or (iv) a "force majeure" event, as described in Section 21. If Grant Street discovers that a claimed problem is caused by one of the above, Grant Street reserves the right to charge County for its reasonable investigative and remedial efforts.

9.2. County warrants that the Electronic Payment Services provided by Grant Street pursuant to this Agreement will be used exclusively for the purpose of assisting County with E-payment transactions for the collection of taxes, licenses, permits, registrations, and other related fees collected by County.

10. Public Records.

Grant Street shall keep and maintain all public records in Grant Street's possession relating to this Agreement in accordance with Texas law. Any document submitted to County may be a public record and is open for inspection or copying by any person or entity, unless exempted under Texas law.

11. No Implied Warranties and Limitation of Liability.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTION 9 OF THIS AGREEMENT, GRANT STREET MAKES NO WARRANTY, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ELECTRONIC PAYMENT SERVICES AND RELATED APPLICATIONS OR THE SUPPORT SERVICES PROVIDED HEREUNDER, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL GRANT STREET BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, COVER, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES OR COSTS RELATING TO THE LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR COMPUTER PROGRAMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ELECTRONIC PAYMENT SERVICES AND RELATED APPLICATIONS OR THE SUPPORT SERVICES PROVIDED HEREUNDER. IN NO EVENT WILL GRANT STREET'S LIABILITY TO County FOR DAMAGES UNDER ANY THEORY OF LIABILITY OR FORM OF ACTION EXCEED THE TOTAL AMOUNT OF FEES EARNED BY GRANT STREET LESS INTERCHANGE AND PROCESSING

COSTS WITH RESPECT TO THE ELECTRONIC PAYMENT SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT THAT CAUSED SUCH DAMAGES.

11.1. The County is solely responsible for the issuance of any and all permits, licenses, and registrations paid via Electronic Payment Services and for the consummation of any other transaction (including, without limitation, the payment of taxes) conducted via Electronic Payment Services. Grant Street is not liable for:

a. any errors or omissions in data or other information provided by County and/or on-line users (including, without limitation, any Payor);

b. any errors or omissions on the part of Payor, the Bank, Issuer, or Associations;

c. the fraud, negligence, and/or intentional acts of County agents or employees;

d. any loss or liability resulting from the denial of credit to any person or County's retention of any Card or any attempt to do so;

e. County's failure to comply with any applicable laws, regulations, or rules, including, without limitation, any applicable rules or regulations of the Associations, PCI, NACHA, or Federal Reserve;

f. any card-not-present transactions, unauthorized transactions, or prohibited transactions;

g. any completed, failed, or misdirected Automated Clearing House ("ACH") entry;

h. any loss or liability related to permits, licenses, or registrations issued or caused to be issued and paid, or other transactions (such as, without limitation, the payment of taxes) consummated or not consummated, via Electronic Payment Services; or

i. any failure or security breach, or related fees, fines, assessments, or other penalties resulting from third party equipment (e.g. POS Devices, communication networks) or any failures of third party equipment providers to comply with the Rules as set forth in Section 8, or for any losses arising out of the use of a third party's equipment, or for actions or inaction of County's personnel, or breaches of County's network.

11.2. The Issuer, not Grant Street or the Bank, maintains information about a Payor and is responsible for authorizing or declining each E-payment made with a Card. Grant Street is not liable for any loss or liability resulting from a denial of credit. After a Card E-payment is authorized by an Issuer, Grant Street has the right to decline such E-payment for its own protection, but has no obligation to do so and owes no duty to County to take such action. When Grant Street forwards the Issuer's authorization to

County and/or settles the E-payment, Grant Street is in no way assuring or guaranteeing payment to County nor is Grant Street waiving any right hereunder.

11.3. The Electronic Payment Services are subject to limitations imposed by, and contingent and dependent upon cooperation from, third parties such as the Bank, Issuers, or Associations. Grant Street will not be liable for any acts or omissions of such third parties.

12. Indemnification.

Grant Street shall indemnify, defend and hold harmless County from and against any claims for damages, including reasonable attorneys' fees and expenses, made or brought by any third party based on or related to: (i) the willful misconduct, recklessness, gross negligence or fault of Grant Street; or (ii) Grant Street's breach of this Agreement. County will promptly notify Grant Street of any such claim. Grant Street may, at its expense, assume and control the defense and/or settlement of any such claim, including selection of outside counsel, and County will cooperate with such defense and/or settlement and have no further liability in connection with such claim. In such event, County may participate in the defense of such claim with attorneys of its choosing, at County's cost and expense

12.1. Grant Street shall not be liable for any claim, loss, damage or expense, either direct or indirect, incurred, made or suffered by County in connection with or in any way arising out of County's use of the Internet (unless caused by Grant Street), including, but not limited to, any occurrences of: (i) unauthorized access by any party into any equipment or software used by County, including POS Devices, as set forth in Section 5, or any of County's databases; and (ii) computer viruses downloaded to or found to exist on County's equipment, including POS Devices, as set forth in Section 5, software or databases unless such claim, loss, damage, or expense was caused or enabled by the Electronic Payment Applications. In the event County experiences problems associated with or caused by instances of hacking and/or computer viruses and requests Grant Street's technical assistance, Grant Street shall provide such assistance at its then standard rates (currently $250 per hour) plus any necessary travel expenses. If such hacking or computer viruses were caused or enabled by the Electronic Payment Applications, then Grant Street shall provide such assistance at no cost to County.

13. Confidentiality and Use/Copying Restrictions.

County acknowledges and understands that the Electronic Payment Applications licensed under this Agreement are owned by Grant Street and constitutes a valuable trade secret belonging to Grant Street. County also acknowledges and understands that Grant Street is willing to provide County and its full-time, part-time, or contract employees (excluding professional consultants) with certain proprietary business and technical information regarding its Electronic Payment Applications pursuant to this Agreement ("Confidential Information"). "Confidential Information" includes, without limitation: (i) all Grant Street applications; copies of application web pages, pop-ups, online help features, etc.; specifications related to site modifications or enhancements; site performance data, cost and pricing information, training and/or user

manuals, and any other documentation relating to the Electronic Payment Applications; (ii) information that was provided to Grant Street by third parties and used in connection with executing transactions through Electronic Payment Applications, including, without limitation, terms and conditions of any agreement between Grant Street and such third parties, non-public financial information that is personally identifiable to an individual (including, without limitation, Card numbers, checking account information), know-how, trade secrets, technical processes and formulas, software, unpublished financial information, business plans, projections, and marketing data and other information that should reasonably be understood to be confidential (as between Grant Street and County, this third party information shall be deemed a part of "Confidential Information"); and (iii) any other information, documents, or materials designated or marked in writing by Grant Street as "Confidential". Such Confidential Information may be in hard copy, printed, or electronic format. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by County; or (ii) becomes available to County on a non-confidential basis from a source other than Grant Street, provided that such source is not known by County, after making appropriate inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, Grant Street or another party; (iii) is required to be disclosed pursuant to any legal process or request from any governmental authority or body having jurisdiction over County, or (iv) is required to be disclosed in accordance with law provided that, prior to any such disclosure, County shall provide adequate notice to Grant Street in order to enable Grant Street to seek an appropriate protective order or injunctive relief.

13.1. In the event of a request for the disclosure of Confidential Information pursuant to Texas law, County shall immediately notify Grant Street of such request in order to give Grant Street the opportunity to object to the disclosure of such information based on the statutory exemption provided in Texas law and/or to seek an appropriate protective order or injunctive relief from disclosure of its valuable trade secrets and Confidential Information.

13.2. County hereby agrees to hold the Electronic Payment Applications and/or all Confidential Information as Confidential Information and take such steps as are reasonably necessary to safeguard the Electronic Payment Applications and/or Confidential Information to the same extent that County safeguards other trade secrets and proprietary information related to its business. County's obligations, as set out in this Section 13, survive any termination of this Agreement.

13.3. County further agrees that, absent Grant Street's prior written consent, it will not directly or indirectly copy, save, modify, print, publish, or post on the Internet, or reveal, permit access to, disseminate, distribute, or disclose to any third party all or any part of the Electronic Payment Applications and/or Confidential Information.

13.4. County acknowledges that should it breach its obligations under this Section 13, Grant Street may suffer harm, which may not be adequately compensated by monetary damages. In such event, Grant Street may seek, in addition to monetary damages, equitable relief to enjoin such breach.

14. County Data Confidentiality and Use Restrictions.

All data and written and oral information not in the public domain and not previously known, which is obtained, developed, or supplied by the County or at its expense shall be kept confidential by Grant Street and shall not be used or disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction or unless required to be disclosed in accordance with law. Grant Street will maintain such County information for no less than seven (7) years. Payor personal information will not be used outside its intended business purpose in accordance with this Agreement.

14.1. Nothing in this Section 14 shall be construed as granting to County any interest in any information, concepts, ideas, or other materials Grant Street creates or develops in the course of performing services hereunder that relate to the licensed applications, or modifications or customizations thereto, all of which shall remain the property of Grant Street.

15. Security.

Grant Street shall implement commercially reasonable measures to secure all E-Payments transacted using the Electronic Payment Services applications provided by Grant Street, which will include the use of 128-bit RSA (or better) Transport Layer Security connections.

16. Title.

Grant Street shall own all rights, title, and interest in and to the Electronic Payment Applications including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations, or other variations thereof. This Agreement does not transfer to County under any circumstances any of Grant Street's ownership rights in the Electronic Payment Applications.

17. License.

Grant Street grants County and its full-time, part-time, or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable, and non-exclusive license to access and use the Electronic Payment Applications solely in conjunction with County's use of E-payments. This license immediately terminates upon any termination of this Agreement. Grant Street is supplying the Electronic Payment Applications to County as hosted Software as a Service (SaaS) applications via the Internet.

18. Notice.

All notices under this Agreement are to be delivered by: (i) registered mail (return receipt requested) to the parties at the respective addresses set forth above or to such other addresses as the party to receive the notice has designated; (ii) email to the parties using the email addresses designated below; (iii) delivery service to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated; or (iv) hand delivery to an individual designated by the

receiving party. The notice shall be deemed delivered: (i) if by registered mail, four (4) days after the notice's deposit in the mail; (ii) if by email, on the date the email is sent; (iii) if by delivery service, on the day of delivery; and (iv) if by hand delivery, on the date of hand delivery.

18.1. The address and contact information for notices sent from County to Grant Street pursuant to this Agreement are as follows:

Grant Street Group, Inc.
339 Sixth Avenue, Suite 1400
Pittsburgh, PA 15222
Attn: Daniel J. Veres, Executive Vice President
Tel: (412) 391-5555
Email: dan.veres@grantstreet.com

18.2. The address and contact information for notices sent from Grant Street to County pursuant to this Agreement is as follows:

Mailing Address:
Williamson County Tax Assessor/Collector
904 S Main Street
Georgetown, TX 78626
Attn: Accounting Dept.
Tel: 512-943-1601
Email: lgaddes@wilco.org

19. Governing Law.

This Agreement shall be governed by and construed under the laws of the state of Texas.

20. Relationship of Parties.

Grant Street is an independent contractor and will not be deemed a servant, employee, partner, or joint venturer of County. Nothing in this Agreement shall be deemed as creating a joint venture or partnership between Grant Street and County. Neither party has the power or authority to bind or commit the other. The parties agree that the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141 apply to this Agreement. There are no intended third party beneficiaries to this Agreement.

21. Force Majeure.

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "force majeure". For purposes of this Agreement, the term "force majeure" means any cause, action, or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, internet outages, and

other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

22. Severability.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

23. Waiver.

The delay or failure by any party to exercise any right, remedy, or power provided for herein shall not be deemed a waiver of any such right, remedy, or power hereunder. No waiver hereunder shall be valid unless set forth in writing, executed by the waiving party, and then only to the extent expressly set forth in such writing.

24. Assignment.

Grant Street shall be permitted to assign any of its rights and obligations under this Agreement, in whole or in part, to: (i) an entity directly or indirectly controlling, controlled by, or under common control with Grant Street; and (ii) the successor (by sale, merger, reorganization or otherwise) to the applicable business operations of Grant Street. In the event of an assignment, Grant Street shall provide the County with sixty (60) days advance written notice.

25. Complete Agreement.

This Agreement, together with all appendices, attachments, and exhibits, contains the entire agreement of the parties and there are no promises, understandings, or agreements of any kind pertaining to this Agreement other than stated herein, and this Agreement supersedes all proposals, oral and written, between the parties on the subject.

26. Modifications.

This Agreement may not be modified, altered, or amended, except by written instrument duly executed by both parties.

27. Attachments.

Both parties acknowledge receipt of the documents listed below and consent to their incorporation into and attachment to this Agreement as the indicated Attachment number.

Attachment Number	Document Title
1	Electronic Payment Services Specifications
2	GSG Charges
3	County Terms and Conditions
4	American Express® Card Acceptance

28. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

29. Section Headings.

The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

30. Exclusivity.

Upon Delivery of the Electronic Payment Services, Grant Street shall be County Tax Assessor/Collector's exclusive provider for the services described herein. County agrees that it will not contract with, use, or promote, any third party whereby such third party would provide to County any of the services that are described herein while Grant Street is providing such services to County.

31. Participation.

In the event another public agency in the United States elects to access the Electronic Payment Services provided this Agreement through a cooperative purchasing arrangement or piggyback provision with the County, Grant Street reserves the right to modify terms and conditions, including pricing.

32. Dispute Resolution.

To provide a means of resolving disputes, reducing delays in performance and lessening the likelihood of litigation, it is agreed by the parties hereto that all questions, claims, difficulties, and disputes of whatever nature which may arise relative to the provisions of this Agreement will first be submitted in writing to each party's respective contract/relationship manager who will meet and confer in good faith in an effort to resolve the matter. Such claims, questions, difficulties, and disputes shall be submitted to the referenced individuals in writing as soon as practicable after the issue arises. In the event the individuals are unable to satisfactorily resolve the issue, the matter shall be presented to the chief operating or executive officer of each party, or the duly designated representative of such person, who will meet and confer in an attempt to resolve the issue. If the issue remains unresolved after such resolution attempts, either party may proceed with the legal rights and remedies available to it. Nothing in the foregoing shall preclude a party from seeking equitable relief at any

time in order to preserve the status quo or from filing any legal action if necessary to comply with a statute of limitations.

33. Survival.

Sections 5, 11, 12, 13, 14, 16, 18, 22, 23, 24, 25, 26, and this Section 33 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

AGREED:

"County"	**"GRANT STREET"**
Williamson County	Grant Street Group, Inc.
By:_____	**By:** /Daniel J Veres
Name:	**Name:** Daniel J. Veres
Title: County Judge	**Title:** Executive Vice President
Date: _____	**Date:** 3/29/2024

CONFIDENTIAL

Attachment 1

Electronic Payment Services Specifications

The services, procedures, and technical requirements of the Electronic Payment Services shall be substantially as described herein and may be further refined and modified during the initial phase of work, as mutually agreed by the parties.

Electronic Payment Services will allow County to process E-payment transactions over-the-counter and online and to access reports on E-payments.

PAYMENT AND TRANSACTION TYPES*

Electronic Payment Services allows payment via:

- Visa, MasterCard, American Express, and Discover credit cards
- PIN debit
- Mastercard and Visa (EMV) Technology
- Tap (Contactless Smart Card)
- Signature debit cards with a Visa or MasterCard logo
- Electronic check ("E-Check") with valid ABA routing number

* *Grant Street reserves the right to discontinue specific card types upon at least 10 Business Days advance notice to County.*

For over-the-counter ("OTC") and online transactions acceptable payment and transaction types include:

OTC

Credit Card/EMV/Signature Debit Card/PIN debit/Contactless Smart Card

- **Tax:** Real and Personal Property Tax Bills.
- **TxDMV:** Registration, Renewal, Plate, Title, Driver's Licenses, and other TxDMV related transactions for vehicles and vessels
- **Miscellaneous:** County Permits, Licenses, and miscellaneous items such as marriage/birth certificates, concealed weapons permit applications, fines, passports, etc. (not an exclusive list).

Online

Credit Card/Signature Debit Card/E-Check

- **Tax:** Real and Personal Property Tax Bills.
- **TxDMV:** Registration Renewals for vehicles, vessels, and mobile homes
- **Miscellaneous:** County Permits, Licenses, and miscellaneous items such as marriage/birth certificates, concealed weapons permit applications, fines, passports, etc. (not an exclusive list).

ELECTRONIC PAYMENT CASHIERING

County will cashier OTC E-payments using County application.

County may enter payment information via either Insert (EMV), Tap (Contactless Smart Card), Swipe, PIN, or Key Entry.

Insert, Tap, Swipe, or PIN Procedure:

1. County searches for and retrieves Payor's bill information from County applications or an external application if applicable.
2. Payor inserts, taps, or swipes Card via the Card Reader. If a PIN debit transaction, a PIN will also need to be entered by the Payor.
3. County informs the Payor of the total amount due and any applicable Service Fee.
4. Payor authorizes completion of sale. Authorization can be verbal, written, or electronic.
5. County clicks "Charge Card" and submits transaction for electronic authorization.
6. County proceeds with transaction.
    a. If the transaction is authorized and approved, payment is automatically processed.
7. If the transaction is not authorized or is declined, County may ask for other means of acceptable payment to complete the transaction. County receives confirmation of the completed transaction and provides Payor with receipt.

Key Entry Procedure (only used if an Insert, Tap, Swipe, or PIN Procedure cannot be completed):

1. County searches for and retrieves Payor's bill information from County or an external application. In the case of an online transaction, Payor searches for and retrieves Payor's bill information from County's public website.
2. County (or Payor, in the case of an online transaction) enters required Card or E-check information into County applications which includes the following:
    a. Card
        i. Card Number
        ii. Card Expiration Date
        iii. CVV or CID (depending on card type)
        iv. Cardholder's name, address (including zip code), and phone number (online only)
    b. E-Check
        i. Account Number
        ii. ABA Routing Number
        iii. Account Holder's Name
3. County informs the Payor of the total amount due and any applicable Service Fee. In the case of an online transaction, Payor will obtain this information from County's public website.
4. Payor authorizes completion of the sale. Authorization can be verbal, written, or electronic.
5. County (or Payor, in the case of an online transaction) clicks "checkout" and submits transaction for electronic processing.
    a. If the transaction is authorized and approved, payment is automatically processed.

b. If the transaction is not authorized or is declined, the County (or Payor, in the case of an online transaction) receives an error message and may use another acceptable form of payment to complete the transaction.

6. Once the transaction is completed, the County (or Payor, in the case of an online transaction) receives confirmation of the completed transaction and is provided with a receipt. Receipt may be electronic or printed.

Use of Swipe or Key Entry Procedures:

OTC Transactions

1. Payor performs Swipe procedure.
2. If the Swipe procedure fails, County performs Key Entry procedure.

Phone

1. County performs Key Entry procedure.

Online

1. Payor performs Key Entry procedure.

ELECTRONIC PAYMENT REPORTING

Card Transactions:

1. Authorization and Capture Reports – Per Card transaction detail for research and investigation
    a. Transaction data for each Card swipe displayed by location and date.
    b. Searchable by account number, authorization number, Card type, date, location, amount, etc.
2. Clearing and Settlement Reports – Batch (settlement) level detail for all transactions
    a. Displayed by single deposit to the settlement account, used to balance cashiered vs. settled funds.
    b. Batch, transaction, and exception information detailed per payment type, Card type, and date.
    c. Searchable by batch number, batch date, Card type, deposit date, etc.
3. Statements – Detail for reconciliation of settled and deposited funds.

Exceptions:
Fraud, disputed Card claims, or user errors may cause chargebacks. These transactions will not settle to the County's Receiving Account until the chargeback has been resolved. Chargebacks are tracked through Clearing and Settlement Reports. It is the County's responsibility to update the County's application payment records to reflect an unpaid amount in the event of a chargeback.

E-Check Transactions:
The Electronic Payment Services application reports detail the status of all E-check transactions.

Exceptions:
Fraud, insufficient funds, invalid/closed/frozen accounts, or disputed claims may result in unpaid E-check transactions. Unpaid E-check transactions are tracked through Electronic Payment Services application reports. It is the County's

responsibility to update the County application payment records to reflect unpaid amounts.

CONFIDENTIAL

Attachment 2

GSG Charges

FEES

1. **CARD FEES**
   - **A. Tax:**
     - Per transaction - MasterCard, VISA, American Express, and Discover
     - Over-the-Counter – 2.15% Service Fee
     - Online – 2.15% Service Fee
     - $2.50 minimum Service Fee

   - **B. TxDMV, Miscellaneous:**
     - Per transaction MasterCard, VISA, American Express, and Discover
     - Over-the-Counter – 2.15% Service Fee
     - $2.50 minimum Service Fee

   - **C. PIN Debit (Over-the-Counter only)**
     - $2.50 per transaction

2. **E-CHECK FEES**
   - **A. Tax**
     - Online – $0.00 (no cost)

Attachment 3

County Term and Conditions

INCORPORATION BY REFERENCE AND PRECEDENCE

In the event a dispute arises between the Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

-The Agreement;
-The RFP and its Addenda; and
-The Respondent's Proposal.

FUNDING

The County's payment of amounts under the Agreement shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

RIGHT TO AUDIT

County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Contractor, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees that the County shall have access during normal working hours to all necessary 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 the Contractor reasonable advance notice of intended audits.

EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

COMPLIANCE WITH LAWS

The County and Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Agreement documents will be resolved at the discretion of the Commissioners Court.

NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

CURRENT REVENUES

The obligations of the parties under the Agreement do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and the Agreement at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving advance written notice of termination sixty (60 days before the end of its then-current fiscal year.

BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

SAFETY

Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided

hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state, and local laws and regulations.

GENERAL OBLIGATIONS AND RELIANCE

Contractor agrees to perform all services and/or provide all goods necessary for completion and provision of services and/or goods required hereunder. Contractor shall keep the County informed of the progress and quality of the services. Contractor agrees and acknowledges that the County is relying on Contractor's represented expertise and ability to provide the goods and/or services described herein. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the industry standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures.

PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

1. The date the County receives the goods under the Agreement.
2. The date the performance of the service under the Agreement is completed; or
3. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by 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 (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Contractor, the County shall notify the Contractor of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Contractor, the Contractor shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Contractor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Contractor shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- Name, address, and telephone number of the Contractor and similar information in the event the payment is to be made to a different address.
- The County Contract, Purchase Order.
- Identification of items or service as outlined in the Contract.
- Quantity or quantities, applicable unit prices, total prices, and total amount.
- Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable

Department Email: accountspayable@wilco.org Phone:
512-943-1500

CONFIDENTIALITY

Contractor expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PREVAILING WAGE RATES – TEXAS GOVERNMENT CODE, CHAPTER 2258

1. Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in **Paragraph 2** below. The specified wage rates are minimum rates only and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by the Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a. For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b. A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

2. Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are

published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

3. Penalty for Violation. The Contractor and any subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 2** above. The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

4. Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

5. Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or subcontractor and worker have **fourteen**
(14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

6. **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

7. **Prevailing Wage Retainage.** Money retained pursuant to these Prevailing Wage Rate Provisions shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement, or the arbitration award as provided under the Contract Documents for the Project.

8. **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in under the Contract Documents for the Project

9. **Contractor Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contractor" shall mean and include the Successful Bidder or Contractor, whichever the case may be for the particular solicitation.

10. **Owner Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Owner" shall mean and include Williamson County or County.

11. **Contract Defined.** For purposes of the above stated Prevailing Wage Rate Provisions, the term "Contract" shall mean and include the ensuing agreement or contract awarded as a part of this solicitation.

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES)

AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**

   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award

4. **Maintenance of and Access to Records**

   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 Code of Federal Regulations (C.F.R.) § 200.458, may not be paid with funding from this award.

6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

Conflicts of Interest. Recipient understands and agrees it must maintain a

conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such
8. conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Compliance with Applicable Law and Regulations.**

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31

C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 United States Code (U.S.C.) §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.
§§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in

section 603(e) of the Act.

10.

11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. **Debts Owed the Federal Government.**

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish

an agency relationship between the United States and Recipient.

16. **Protections for Whistleblowers.**

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress.

ii. An Inspector General.

iii. The Government Accountability Office.

iv. A Treasury employee responsible for contract or grant oversight or management.

v. An authorized official of the Department of Justice or other law enforcement agency.

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Federal Register (FR) 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that

ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Federal Emergency Management Agency (FEMA).

20. **Suspension and Debarment.**

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)

(2) The Vendor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of
2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. **Recovered Materials.**

(1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are Environment Protection Agency (EPA)-designated items unless the product cannot be acquired:
(a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or

(c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

22. **Access to Records**. The following access to records requirements applies to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **Use of Department of Homeland Security (DHS) Seals and Related Items.** The Vendor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. **Compliance with Federal Law and FEMA Rules**. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).** Vendors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or

an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

27. **False Claims Act Compliance and Program Fraud Prevention.** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

Insurance Requirements

Contractor agrees to always maintain during any term of the Agreement at Contractor's cost, insurance in accordance with this provision.

Contractor must submit Certificates of Insurance evidencing the required coverage **immediately following contract award and prior to issuance of a Purchase Order.** All Certificates of Insurance coverage must be provided to the following Location and should include the solicitation's number and description:

Williamson County Purchasing
Department 100 Wilco Way, Ste P101
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Agreement between the Contractor and County.

A. Coverage Limits. Except as specified otherwise in the Agreement, Contractor, at Contractor's sole cost, shall purchase and maintain during the entire term while the Agreement is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.

2. Commercial General Liability Insurance with a combined minimum Bodily Injury and PropertyDamage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

4. Damages to Rented Premises coverage in the minimum amount of $100,000.00.

5. Medical Expenses coverage in the minimum amount of $10,000.00

B. Additional Insureds; Waiver of Subrogation. “Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds under the required policies, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Contractor shall be responsible for payment of premiums for all the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible, Contractor shall be solely responsible for all deductibles and self-insured retentions. Except as specified otherwise in the Agreement, any deductibles or self-insured retentions **over $50,000.00** in the Contractor's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Contractor shall not commence any field work under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Contractor 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 Contractor hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating,as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Contractor shall furnish County with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Contractor shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Contractor, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically

required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each subcontractor/subconsultant performing work under the Contractor and Agreement (to the extent a subcontractor/subconsultant is allowed by insurance County) to maintain during the term of the Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum required in this section above, including the required provisions and additional policy conditions as shown below in this section.

Contractor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing Department
100 Wilco Way Ste P101
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor, with certificates of insurance evidencing such minimum coverage in force to be filed with County.

K. **Conflicting Insurance Requirements.** In the event the Insurance Requirements set forth herein conflict with the Insurance Requirements set forth in any Ensuing Agreement, the Insurance Requirements set forth in the Agreement shall control.

Attachment 4

American Express® Travel Related Services Company, Inc. (American Express) Card Acceptance

1. **American Express Compliance**. Sponsored Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide**.**

2. **Processing Restrictions.** Sponsored Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. **Third Party Beneficiary Rights.**
    a. Sponsored Merchant confers on American Express the beneficiary rights, but not obligations, to the Sponsored Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Sponsored Merchant and Payment Service Provider and, as such, American Express has the express right to enforce the terms of the Agreement against the Sponsored Merchant.
    a. Sponsored Merchant warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING

INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

Scoring Summary

Active Submissions

	Total	Transaction Experience	Back Office/Accounting	Technology, Security, Support	Vendor Transaction Fee
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 20 pts**	**/ 20 pts**
Grant Street Group	85.8 pts	25.4 pts	25.6 pts	17 pts	17.8 pts
Catalis Payments	81.2 pts	23.6 pts	23 pts	16.4 pts	18.2 pts
Government Window	70.4 pts	19.6 pts	21.8 pts	16 pts	13 pts
Govolution	66.4 pts	19.4 pts	17.4 pts	15.2 pts	14.4 pts
Certified Payments	65.4 pts	18.4 pts	19 pts	13 pts	15 pts
Paymentus Corporation	63.2 pts	20.2 pts	17.8 pts	14.2 pts	11 pts

	Total	Transaction Experience	Back Office/Accounting	Technology, Security, Support	Vendor Transaction Fee
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 30 pts**	**/ 20 pts**	**/ 20 pts**
Hamer Enterprises	59.2 pts	18 pts	18.4 pts	14.4 pts	8.4 pts
PayIt, LLC	58.2 pts	17.4 pts	17 pts	14.8 pts	9 pts
Autoagent/MuniciPAY	54.4 pts	16.4 pts	15.6 pts	12 pts	10.4 pts
Invoice Cloud	54 pts	18.2 pts	15.2 pts	11.6 pts	9 pts
ACI Worldwide	51 pts	16 pts	14 pts	12 pts	9 pts
DivDat	47.2 pts	16.8 pts	11.8 pts	9.6 pts	9 pts

Eliminated Submissions

	Transaction Experience	Back Office/Accounting	Technology, Security, Support	Vendor Transaction Fee
Supplier	**/ 30 pts**	**/ 30 pts**	**/ 20 pts**	**/ 20 pts**
Govolution	-	-	-	-

Reason

Supplier	Disqualified by	Reason
Govolution	Misty Brooks	Duplicate entry.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140175

Date Filed:
03/28/2024

Date Acknowledged:
03/28/2024

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

Grant Street Group
Pittsburgh, PA 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.

23RFP82
Tax Assessor-Collector Electronic Payment Processing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Veres, Daniel	Pittsburgh, PA United States	X	
Harrington, Myles	Pittsburgh, PA 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

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:
2024-1140175

Date Filed:
03/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Grant Street Group
Pittsburgh, PA 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.
23RFP82
Tax Assessor-Collector Electronic Payment Processing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Veres, Daniel J.	Pittsburgh, PA United States	X	
Harrington, Myles C.	Pittsburgh, PA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel J. Veres, and my date of birth is July 30, 1961.

My address is 339 Sixth Avenue, Suite 1400 (street), Pittsburgh (city), PA (state), 15222 (zip code), USA (country).

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

Executed in Allegheny County, State of Pennsylvania, on the 28 day of March, 2024 (year).

[redacted]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **21.**

Meeting Date: 04/09/2024

Authorize Issuing Advertisement for RFP #24RFP52 for Learning Management System for Human Resouces

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Human Resources Learning Management System under RFP #24RFP52.

Background

Williamson County Human Resources is seeking solicitations from qualified vendors to procure and implement a Learning Management System that includes a pre-built (off the shelf) content library that will serve as the primary resource for Williamson County Learning and Development programs. Funding Source is 01.0100.0503.004100 as per FY24 budget. Department contact is Kayla Marek.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:48 PM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:40 AM
Form Started By: Barbi Hageman		Started On: 03/28/2024 01:57 PM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **22.**

Meeting Date: 04/09/2024

Approval of Contract Renewal #1 of 23RFP58 Flood Modeling with Codestream Solutions Pty Ltd T/A FloodMapp for Emergency Services Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the contract extension of RFP #23RFP58 Flood Modeling System, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Codestream Solutions Pty Ltd (trading as FloodMapp) for the 12-month term of May 23, 2024 - May 23, 2025, and authorizing execution of the renewal agreement.

Background

This is the first (1) of two (2) extensions available for this contract. The Emergency Services Department has confirmed the vendor met all the county requirements in this contract and requests renewal. This platform shall provide a real-time Flood Modeling System for Williamson County to aid in situation awareness that supports tactical decisions. Funding Source: 01.0100.0541.004500. Department point of contact is Shantelle Brannon.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1

1295 Form Codestream Solutions Pty Ltd T/A FloodMapp

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:29 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:24 PM
Form Started By: Kim Chappius		Started On: 03/21/2024 02:24 PM
Final Approval Date: 04/03/2024		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP58	**Department:**	EMERGENCY MANAGEMENT (OEM)
Vendor Name:	CODESTREAM SOLUTIONS PTY LTD (TRADING AS FLOODMAPP)		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR FLOOD MODELING			
Type of Contract:	RFP	**Start Date:**	05/23/24
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	05/23/25
Department Contact:	SHANTELLE BRANNON		

- **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 IS REQUIRED; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of three (3) one (1) year renewal option periods:**

Renewal Option Period 3	
Renewal Option Period 2	
Renewal Option Period 1	May 23, 2024 – May 23, 2025
Initial Contract Period	May 23, 2023 – May 23, 2024

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

Vendor Codestream Solutions Pty Ltd

Name Juliette Murphy

Title CEO

Signature _____

Date 15 March 2024

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

DocuSign Envelope ID: 216CE881-071E-4DC7-A623-7E05E95CCF08

WILLIAMSON COUNTY
SERVICES CONTRACT

(Codestream Solutions Pty Ltd ACN 618 015 731)

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 **Codestream Solutions Pty Ltd ACN 618 015 731 (trading as FloodMapp)**(hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

DocuSign Envelope ID: 216CE881-071E-4DC7-A623-7E05E95CCF08

the last party's execution below and shall continue for Twelve (12) months ("Initial Term"), unless

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terminated earlier pursuant to this Contract. At the end of the Initial Term of this Contract, the parties, upon mutual agreement, shall have the option to renew this Contract for three (3) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the contract, including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, as a minimum, on the Contractor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contactor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Contract. The County and the Service Provider agree that termination shall be the Service Provider's sole remedy if the County choose not to extend this Contract for an additional one (1) year term.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate for the specific project herein, as set for in **Exhibit "A"**. The amount of compensation paid to Service Provider for the Initial Term shall be capped and paid in the amount not to exceed Two Hundred Seventy-Nine Thousand Six Hundred and Eighty Dollars ($279,680.00), unless amended by a change order and approved by Williamson County Commissioners Court. If the County desires to exercise its renewal option, the amount of compensation to be paid shall be capped at One Hundred Fifty Thousand Six Hundred and Ninety-Six ($150,696.00) per renewal term.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

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.

DocuSign Envelope ID: 216CE881-071E-4DC7-A623-7E05E95CCF08

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

[Intentionally Omitted]

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

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under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

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

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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.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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

XII.

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

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

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.

XV.

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

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XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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

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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.

XXIII.

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

A. As described in the attached Proposal, and being marked **Exhibit "A;"**
B. The Request for Proposal (23RFP58); and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIV.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (May 24, 2023 11:55 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: May 24, 2023, 20____

SERVICE PROVIDER:

Codestream Solutions Pty Ltd ACN 618 015 731
Name of Service Provider

DocuSigned by:
Juliette Murphy
0...

Authorized Signature

Juliette Murphy
Printed Name

Date: 17 May, 20 23

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EXHIBIT “A”

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FloodMapp Scope of Work

Williamson County wishes to undertake a scope of work which produces:

- A forecasting flood model.
- A real-time flood model.
- Post-flood mapping.

These project deliverables are to be developed through four simultaneous efforts:

1. Collect weather, rainfall, and stream flow information that provides additional data points and advance notice and integrates that data into a single source of information.
2. Interpret collected information to anticipate when and where flooding may occur and where water is likely to go.
3. Provide flood intelligence data for the creation of online and other communications tools that describe the predicted threat so that responders and the public can take suitable action before flooding.
4. Provide the flood intelligence data for post flood mapping used for damage assessments and recovery operations.

FloodMapp products directly align with this scope of work through their product offerings of:

- **ForeCast** - provides a forecasted flood model.
- **NowCast** - provides a real-time flood model.
- **PostCast** - captures post-flood mapping.

FloodMapp's emergency management suite of products provides greater warning time and location specific flood intelligence that can potentially save lives and reduce damage and associated financial losses.

1.1 Project Deliverables

The following product inclusions are standard for the FloodMapp product suite. If you require any bespoke product inclusions, please discuss with your FloodMapp representative to discuss availability and capability.

Specifically, ForeCast lead times can be developed at a timescale suitable to your needs and to align with your emergency management plans / standard operating procedures.

Table 1: Scope of Work and Deliverables.

Element	Service	FloodMapp NowCast and/or PostCast	FloodMapp ForeCast

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Site Determination	Advise on the appropriate number and location of new monitoring equipment to meet model coverage expectations.	Included as bespoke element for Williamson County as part of implementation phase.	
Forecast Flood Model **FloodMapp ForeCast**	**Development / build** of DASH 24hr hydrology forecast models		Included
	Training, calibration, and testing of DASH hydrology models where data is available.		Included
	Forecast models operationalized with live feeds for rainfall forecast data, soil moisture data, and river height data. ForeCast results updated every hour.		Included
	Model updates and ongoing service. **Continual improvements** with calibration from new flood events.		Included
Real-Time and Post-Event Flood Model **FloodMapp NowCast and PostCast**	**Development / build** of DASH 2-D models across specified geographic regions.	Included	
	Testing and QA of DASH-2D models where data is available. **Calibration** of all models where flood extent data is available for numerous events (scale and magnitude).	Included	
	DASH-2D models operationalized with real-time or forecast flood height inputs.	Connected to real-time river height data	Connected to forecast hydrology models
AI Reliability Service	FloodMapp's proprietary AI-powered data cleaning and reliability service will be implemented across all gauges to monitor, and infill missing data based on learned relationships across the gauging network.	Included	Included
Secure access to flood intelligence	• Cloud Hosted Scalable Relational Databases which house river	Included	Included

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data, databases, and cloud hosting	data pipelines and all operational flood extent data. • Cloud Hosted Scalable Object Storage which houses all operational flood depth data. • Databases are backed up daily and operated within a secure virtual private network. • Objects in storage are versioned, and only accessible via a secure virtual private network. • Highly distributed parallel computing to allow modelling at a state-wide scale. • Databases continually maintained by a qualified team of software engineers.		
Live operational flood forecasting and modelling service	• Automated real-time flood mapping data feed delivered via **WMS/WFS**. Flood extents **updated hourly** with **flood peak recorded every 12hrs**. • Flood forecasting & modelling supervised by a qualified team of flood engineers, hydrologists, data scientists, and GIS analysts. • GIS servers supervised by a qualified team of software engineers.	Included	Included
System monitoring and maintenance	• FloodMapp Engineers undertake ongoing quality assurance reviews of model results through a Flood Warden roster - 365 days a year. • 20hrs per year allocated to Williamson County area review - including updating model input data. • 20 hrs per year allocated to model calibrations and post event reviews (updates to be executed within 10 business days of receipt of validation data from client).	Included	Included
Client Support	Technical support and onboarding documents, including GIS story maps and instructional videos. All training, and software testing will be conducted by Microsoft Teams.	Included	

Proprietary Information

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	Technical support session (<2hrs) via Microsoft Teams.	Included
	End user training for up to 40 staff members via Microsoft Teams	Included
	365/24/7 support for service availability issues during activated flood events.	Included
	Ongoing technical support service requests for non-critical events (i.e., non-flood event) during County business hours (8am to 5pm CST).	Included

2 Pricing

Based on the information included in the request for quotation, a cost estimate is provided below. Quoted fees are valid for 60 days.

In reviewing the cost estimate, please consider the following. Our cost structure comprises two fees:

- **Implementation fee** which covers integration and configuration of our software products to your ArcGIS and technical support during this process and initial deployment of models for the locality.
- **Annual license fee** which covers ongoing operation of the service including cloud hosting, data collection and storage, continuous model runs and result updates, flood engineer and hydrologist supervision and ongoing access to continual model upgrade improvements.

Please note that the annual license fee is included within the implementation fee for the first year of service.

A summary of the total costs is provided below based on the current number of active and accessible in Williamson County (38 gauges) and an estimated 8 additional gauges to be added to the network. Scale efficiencies may be applicable should there be future significant changes in the number of total gauges included on the network.

Table 2: Total Cost Summary of FloodMapp Implementation and Annual Product License Fees.

Product	Catchment Area Serviced	No. of gauges	Software Implementation Fee (USD)	Annual License Fee (USD)
ForeCast (24hr)	1136 sq miles	46	$184,000	$82,800
NowCast			$55,200	$36,432

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PostCast			$40,480	$31,464
		Sub-total	$279,680	$150,696
		1st Year Total Fee	$279,680	
		Subsequent Annual Fee – 4-year contract	$150,696	

Supply of FloodMapp's products is subject to the terms and conditions attached here as Schedule 1. It is noted within the Flood Monitoring Project Overview that all data would be made available for consumption by the National Water Service (NWS) and other organizations engaged in flood mitigations and operations. FloodMapp wishes to advise that sharing of data outputs is acceptable to promote a common operating picture within an active flood within the boundaries of Williamson County. However, sharing live access to the data feed is a license violation and is not permitted.

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Table 1: Project Milestones and Timeframe for Implementation.

Stage	Element	Data Inputs	Delivery Product	Timeframe
Phase 1	Technical onboarding of NowCast and PostCast for existing gauge sites. Activities: • Project kick-off meeting. • Technical onboarding and integration of FloodMapp products into existing GIS applications.	• Any improved DEM/LiDAR sources. • Available spatial historical event validation data.	• NowCast • PostCast	10 Business Days (BD) from Commencement Date
Phase 2	Improvements to NowCast and PostCast products: • Validation of flood model results to client supplied validation data. • Update LiDAR/DEM (if applicable). Data Review • Review data and make data adjustments (if required). • Recommendations for additional gauge locations.	• Any improved DEM/LiDAR sources • Available spatial historical event validation data.	• Progressively updated NowCast and PostCast model results based on review of validation data (if available). • Spatial file (.shp) containing recommended additional gauge locations for further investigation.	30 days from Commencement Date
Phase 3	Deployment of ForeCast model (24hr) to existing gauge sites. Activities: • ForeCast implementation for existing gauged waterways. • Validate forecast model data. • Conduct user training.	• N/A	• ForeCast (Riverine)	90 days from Commencement Date
Acceptance	Final acceptance of deliverables.	• N/A	• N/A	120 days from Commencement Date
OPTIONAL Phase 4	**OPTIONAL:** Integration of asset-based impact analytics for roads within the County and/or into Waze	To Be Determined – outside of current scope of work. Additional fees apply.		
OPTIONAL Phase 5	**OPTIONAL:** Deployment of pluvial based rain-on-grid modeling for improved overland flow/flash flood results	To Be Determined – outside of current scope of work. Additional fees apply.		

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SCHEDULE 1

TERM	MEANING
we, **us** or **our**	**Codestream Solutions Pty Ltd (trading as FloodMapp) ACN 618 015 731** Address: Level 2/315 Brunswick St, Fortitude Valley QLD 4006 Phone: 0423 932 377 Email: info@floodmapp.com
you or **your**	**Williamson County, Texas** Contact: Michael Shoe, Director/Emergency Management Coordinator Address: 911 Tracy Chambers Lane, Georgetown, Texas 78626 Phone: (512) 688-0076 Email: michael.shoe@wilco.org
Services	The Services include the following: • FloodMapp ForeCast via API which includes a 24hr mapped flood extent Williamson County, updated every hour 24/7 where source data is available. ForeCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format. • FloodMapp NowCast via API which includes a mapped flood extent and depth] based on current gauged water levels for Williamson County, updated every hour 24/7 where source data is available. NowCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format. • FloodMapp PostCast via API which includes a maximum mapped flood extent and depth for Williamson County, updated every 12hrs where source data is available. PostCast will be delivered in Web Map Service (WMS) and Web Feature Service (WFS) format.
Authorized User Limit	Access to the Services via your Account for Authorised Users within the Williamson County municipalities. It is noted within the Flood Monitoring Project Overview that all data would be made available for consumption by the National Weather Service (NWS) and other organizations engaged in flood mitigations and operations. Sharing of data outputs is acceptable to promote a common operating picture within an active flood within the boundaries of Williamson County. However, sharing live access to the data feed to other organisations is a license violation and is not permitted.
Technical Support Services	The Technical Support Services as outlined in the **Support, Limitations and Assumptions**.
Implementation Services	As described in Table 3.
Legal	This order is subject to the attached FloodMapp Product Terms

FLOODMAPP PRODUCT TERMS

A. This Agreement is entered into between Codestream Solutions Pty Ltd ACN 618 015 731 (**we**, **us** or **our**) and you, the person, organisation or entity described in the Schedule (**you** or **your**), together the Parties and each a Party.

1 [INTENTIONALLY OMITTED]

2 Services

2.1 [INTENTIONALLY OMITTED]

2.2 [INTENTIONALLY OMITTED]

2.3 [INTENTIONALLY OMITTED]

3 Accounts

3.1 We will create an Account for you, which will allow you to set up Authorised User accounts, (in accordance with the permitted Authorised User Limit, if any) and to access and use the Services, including the SaaS Services.

3.2 You must ensure that any information you provide to us, or we request from you, for your Account, is complete and accurate and you are authorised to provide this information to us.

3.3 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in this Agreement. If you wish to change the Account owner, you must provide us with a written request to transfer the ownership of the Account to the incoming party, which must also include the incoming party's written consent to take over full responsibility for the Account, in a form acceptable to us.

3.4 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including activity by Authorised Users and for ensuring that any activities on your Account comply with this Agreement.

3.5 We are not responsible for the management or administration of your Account or your Authorised Users.

4 Licence and restrictions on use

4.1 Subject to your and your Authorised Users' compliance with this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under this Agreement), personal and revocable licence to access and use the SaaS Services in accordance with any Authorised User Limits, for your use and enjoyment of the Software Services, as contemplated by this Agreement (**Licence**).

4.2 You must not (and must ensure your Authorised Users do not) access or use the SaaS Services except as permitted by the Licence and you must not (and must not permit any other person to) use the SaaS Services in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights, including to;

(a) use the SaaS Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;

(b) use the SaaS Services in any way that damages, interferes with or interrupts the supply of the Services;

(c) introduce malicious programs into our hardware and software or Systems, including viruses, malware worms, trojan horses and e-mail bombs;

(d) reveal or allow others access to your Account's password or authentication details or allow others to use your Account or authentication details (other than Authorised Users);

(e) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);

(f) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Services;

(g) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing"); or

(h) circumvent user authentication or security of any of our Services, networks, accounts or hosts or those of our other users.

5 [Intentionally Omitted]

6 Third Party Inputs

6.1 You agree that the provision of the Services may be contingent on, or impacted by, may interface, or interoperate with, the Services, including third party software or services, including Third Party Inputs, especially where you choose to have the Services interface with your Systems (for example, USGS or the Bureau of Meteorology), via our API.

6.2 To the extent that you choose to use such Third Party Inputs (for example, Google Maps or ArcGIS), you are responsible for:

(a) the purchase of;

(b) the requirements; and

(c) the licensing obligations,

related to the applicable Third Party Input, including third party software and services.

6.3 You agree that the benefit of the Third Party Input's interface, or interoperation with, the Services, is subject to your compliance with clause 6.2.

7 Support Services

7.1 During the Term, we will provide you Technical Support Services as described in the attached **Support, Assumptions and Limitations**, provided that, where required, you assist us in investigating and ascertaining the cause of the fault and provide us with access to all necessary information relevant to the fault (including what you or your Personnel have done in relation to the fault).

8 [INTENTIONALLY OMITTED]

9 [INTENTIONALLY OMITTED]

10 Confidential Information

10.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party;

(b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and

(c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

(d) The obligations in clause 10.1 do not apply to Confidential Information that:

(1) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;

(2) is authorised to be disclosed by the Disclosing Party;

(3) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or

(4) must be disclosed by Law or by a regulatory authority, including under subpoena.

10.2 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 10. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 10.

10.3 This clause 10 will survive the termination or expiry of this Agreement.

11 Intellectual Property Rights

11.1 You agree that all Intellectual Property Rights:

(a) in the Services, including the Software and SaaS Services;

(b) in the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with this Agreement, the Software and the SaaS Services and any machine learning algorithms output from the Services); and

(c) Feedback,

will at all times vest, or remain vested, in us (or, if applicable, our third party service providers). To the extent that ownership of the Intellectual Property Rights do not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

11.2 You agree that we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback.

11.3 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, solely for the purposes for which they were developed and for the performance of our obligations under this Agreement, as contemplated by this Agreement.

11.4 You must not whether directly or indirectly, without our prior written consent:

(a) copy or use, in whole or in part, any of our Intellectual Property;

(b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;

(c) download, store outside of the Services or use our Intellectual Property for purposes not specified as part of the Services;

(d) reverse assemble, reverse engineer, reverse compile or enhance the Services;

(e) attempt to discover the source code or object code or underlying structures, ideas, know how or algorithms in relation to the Services, the data or documentation;

(f) breach any Intellectual Property Rights connected with the Services, including altering or modifying any of our Intellectual Property;

(g) cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;

(h) resell, assign, lease, hire, sub-license, transfer, distribute or make available the Services to third parties;

(i) “frame”, “mirror” or serve any of the Services on any web server or other computer server over the Internet or any other network; and

(j) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Services.

11.5 This clause 11 will survive the termination or expiry of this Agreement.

12 Customer Data

12.1 You grant us a limited licence to copy, transmit, store and back-up or otherwise access the Customer Data during the Term and for a reasonable period after the Term to:

(a) supply the Services (including for back-ups) to you (including to enable you, your Authorised Users and your Personnel to benefit from the Services);

(b) diagnose problems with the Services;

(c) enhance and otherwise modify the Services, and

(d) as reasonably required to perform our obligations under this Agreement.

12.2 You must, at all times, ensure the integrity of the Customer Data and that your use of the Customer Data is compliant with all Laws.

12.3 You represent and warrant that:

(1) you have obtained all necessary rights, releases and permissions to provide all your Customer Data to us and to grant the rights granted to us in this Agreement;

(2) the Customer Data is accurate and complete;

(3) the Customer Data (and its transfer to and use by us as authorised by you) under this Agreement does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and

(4) any use, collection and disclosure authorised in this Agreement is not inconsistent with the terms of any applicable privacy policies.

12.4 We assume no responsibility or Liability for the Customer Data. You are solely responsible for the Customer Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up the Customer Data.

12.5 You acknowledge and agree that the operation of the Services is reliant on the accuracy of the Customer Data, and the provision of inaccurate or incomplete Customer Data by you may affect the use, output and operation of the Services.

13 Analytics

13.1 Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

(a) does not contain identifying information; and

(b) is not compiled using a sample size small enough to make the underlying Customer Data identifiable.

13.2 We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

14 Warranties

14.1 You warrant and agree that:

(a) there are no legal restrictions preventing you from entering into this Agreement;

(b) you are not and have not been the subject of an Insolvency Event;

(c) you will cooperate with us and provide us with all permissions, assistance, resources, data, people, information, facilities, access and documentation that is requested by us and reasonably necessary to enable us to perform the Services, from time to time, and in a timely manner;

(d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;

(e) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;

(f) you will inform us if you have reasonable concerns relating to our provision of the Services under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns;

(g) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with this Agreement, at your cost;

(h) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without prior written consent;

(i) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any Law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the Services;

(j) you have reviewed this Agreement and you understand them and will use the Services in accordance with them;

(k) you have the authority to act on behalf of any person or entity for whom you are using the Services and you are deemed to have agreed to this Agreement on behalf of any entity for whom you use the Services; and

(l) you have all the hardware, software and services which are necessary to access and use the Services, including any required operating systems as set out in the Schedule or on the Site.

15 [Intentionally Omitted]

16 Limitations on Liability

16.1 Unless otherwise provided for in this Agreement, to the maximum extent permitted by law:

(a) neither Party will be liable for any Consequential Loss;

(b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and

(c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates.

16.2 This clause 16 will survive termination or expiry of this Agreement.

17 Exclusions to Liability

17.1 Other than provided for in this Agreement, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:

(a) loss of, or damage to, any property or any injury to or loss to any person;

(b) the Computing Environment;

(c) your or your Personnel's acts or omissions;

(d) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by this Agreement;

(e) any work, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us;

(f) any Third Party Inputs;

(g) the Services being unavailable, or any delay in us providing the Services to you, for whatever reason; and/or

(h) any event outside of our reasonable control.

17.2 You acknowledge and agree that:

(a) any Services we provide to you are based on previously collected data, meteorological models and third party data and rely on this data;

(b) all natural events are by their nature, unpredictable and can be forecasted but we cannot guarantee the accuracy of any flood modelling information, flooding predictions or flood data provided to you via the Services;

(c) you are responsible for all users using the Services, including your Personnel and any Authorised Users;

(d) you use the Services and any associated programs and files at your own risk;

(e) you are only given access to the Services and the information and data in the Services or delivered via the Services, solely for the purpose identified by the Services;

(f) the technical processing and transmission of the Services, including Customer Data, may be transferred unencrypted and involves:

(1) transmissions over various networks; and

(2) changes to conform and adapt to technical requirements of connecting networks or devices;

(g) we may use third party service providers to integrate with the Services or to host the SaaS Services. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;

(h) the Services may use third party data, information, products, facilities or services. We do not make any warranty or representation in respect of the third party data, information, products, facilities or services;

(i) we do not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;

(j) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and

(k) we may pursue any available equitable or other remedy against you if you breach any provision of this Agreement.

17.3 Upon expiry or termination of this Agreement:

(a) we will immediately cease providing the Services;

(b) we will be entitled to permanently delete all Customer Data within 1 month from expiry or termination of this Agreement;

(c) we may (at our sole discretion) provide further disengagement services, at our then current rates, and such further disengagement support services must be agreed in writing by the Parties;

(d) you agree that any payments made are not refundable;

(e) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;

(f) pursuant to clauses **Error! Reference source not found.Error! Reference source not found.Error! Reference source not found.**, **Error! Reference source not found.** or **Error! Reference source not found.**, you also agree to pay us additional costs arising from, or in connection with, such termination; and

(g) immediately return (where possible) or delete or destroy (where not possible to return), any of our property (including any of our Confidential Information and Intellectual Property), unless prohibited by law.

17.4 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

17.5 This clause 17 will survive the termination or expiry of this Agreement.

18 General

18.1 **[INTENTIONALLY OMITTED]**

18.2 **Email:** You agree that we are able to send electronic mail to you (such as alerts as part of the Services) and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

18.3 **Exclusivity:** The Services will be provided to you on a non-exclusive basis.

18.4 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.

19 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in this Agreement, the Schedule, and:

Account means an account accessible to you and your Authorised Users to use the Services, including, the SaaS Services;

ACL or **Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act* 2010 (Cth), as amended, from time to time;

Additional Services means any Services not set out in the Services description in the Schedule which we agree to provide to you, but excluding any variations to the Services;

Agreement means these FloodMapp Product Terms, all schedules (including the Schedule), annexures and attachments included, or referred to, in this agreement;

API means our application programming interface, as applicable to the Services requested by you;

Authorised User, if applicable, means a user permitted to access and use the Services under your Account, in accordance with the Authorised User Limit particularised in the Schedule;

Business Day means a day on which banks are open for general bank business in the United States, excluding Saturdays, Sundays and public holidays;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Confidential Information includes information which:

(a) is disclosed to the Receiving Party in connection with this Agreement at any time;

(b) is prepared or produced under or in connection with this Agreement at any time;

(c) relates to the Disclosing Party's business, assets or affairs; or

(d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information;

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;

Customer Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel or Authorised Users into the Services or stored by the Services or generated by the Services as a result of your use of the Services;

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel or Authorised Users, whether made verbally, in writing, directly or indirectly, in connection with the Services;

Implementation Services means part of the Services which we provide to you, to assist you with the implementation of the SaaS Services, if applicable, and as set out in the Schedule;

Insolvency Event means any of the following events or any analogous event:

(a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;

(b) a Party ceases, or threatens to cease, carrying on business;

(c) a Party is unable to pay the Party's debts as the debts fall due ;

(d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;

(e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or

(f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing;

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Services, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise;

Licence is defined in 4.1;

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents;

SaaS Services means our Software as a service as described in the Schedule and on the Site, including any Services delivery via our API;

Schedule means the schedule attached to these FloodMapp Product Terms;

Site means the website located at https://www.floodmapp.com/, and may be available through other addresses and channels;

Services means the Software, the SaaS Services any Implementation Services, any Technical Support Services;

Software means the software used to provide any of the SaaS Services, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Term refers to the period of performance, including the Initial Term and any renewal terms;

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by; and

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel independently of this

Agreement.

Support, Assumptions and Limitations

The scope and pricing presented in this proposal are based on the following assumptions:

- FloodMapp is not responsible for the implementation of any new gauge infrastructure required. FloodMapp will provide indicative locations of additional gauges required to meet Williamson Council expectations on model coverage. A gauge supplier will need to be engaged to investigate, scope, cost and install any gauge infrastructure, at a cost to Williamson County.
- FloodMapp products are provided as continuous data feeds (i.e., 24/7/365). FloodMapp commits best efforts of 99.5% service availability.
- Maintenance activities may affect the service. Maintenance activities will not occur during a time where a flood warning is in effect, without the express written consent of Williamson County. This does not include maintenance activities required to reinstate the service due to an unforeseen outage.
- WMS/WFS products are provided in accordance with the Open Geospatial Consortium Standards. Specifications are provided here: https://www.ogc.org/standards/wfs, https://www.ogc.org/standards/wms
- Our products are available via an integration to an Esri platform. In this integration, the mapped flood extent and depth can be integrated into Esri products as a:
    - Web Feature Service in vector formats:
        - GeoJson.
        - GeoPackage.
        - Shapefile format.
    - Web Map Service as a series of Map tiles or rasters:
        - TIFF.
        - PNG.
        - JPEG.

If this is the delivery mechanism, we recommend scaling the number of dedicated servers used to provide data based on the number of intended users. As too few servers can cause performance degradation during times of peak usage. This is optional and can be adjusted at a later date, subject to applicable fees and charges.

- FloodMapp's technology requires river level gauging stations to model an expected flood extent. FloodMapp's products are available for all gauged waterways, where FloodMapp has access to the river levels recorded by the gauge.
- Any newly added gauges will require a period of observation before being utilized operationally to produce a ForeCast product.
- Unless specified, all modelling is of fluvial riverine flooding, based on the available river level gauge data. Specific pluvial, rain-on-grid real-time flood modelling is not included as a core FloodMapp product and is only provided on a case-by-case basis dependant on client need and requirements.
- In the event river level gauge stations fail to provide a recording (damaged etc.) FloodMapp proprietary software will interpolate and model a river level recording. All products may be derived from real or interpolated river level results. Interpolators may vary in reliability.
- Regions between river level gauge stations (shown in availability layer) will be marked as Online, Under Review, and Offline. Any region marked as "Under Review" is uncalibrated and results should be used with caution. Any "Offline" region will not show any results.
- Mapped flood result resolution is at a minimum provided at:
    - 1m grid for heavily urbanized areas where 1m LiDAR exists.
    - 10m grid for towns and townships with 1m LiDAR available.
    - Resolutions may be more refined for areas where client need exists.
- FloodMapp core product model services will use publicly available elevation datasets derived through the USGS and NOAA (such as the National Elevation Dataset). The quality and accuracy of our models will vary across different areas based on the quality and accuracy of elevation survey data in that area. Williamson County can provide better resolution LiDAR data if available and may be eligible to take part in the mutual data benefit incentive.

- Business critical service requests during an active flood event - service requests (calls and emails) will be logged by FloodMapp, and a service response will be communicated to the customer within one hour from the time the request was logged - 24/7.
- If the request is business critical during an active flood event and expected to take more than 6 hours to resolve FloodMapp will appoint a 'Problem Manager' to manage the request. The problem manager will communicate as required with the customer and will provide verbal updates every two hours as a minimum.
- If the request is not urgent, a resolution to the problem will be provided by the next close of business. If the issue cannot be resolved during this time, updates will be provided to the client point of contact at least every 12 hours until resolved.
- Following every event where a problem manager has been appointed, FloodMapp will provide the customer with an 'After Action Review' within 3 working days of the support event. The customer may specifically request from FloodMapp's Chief Technology Officer an 'After Action Review' for any continuing, persistent, or recurring issues.
- FloodMapp provides client assistance regarding the integration of FloodMapp products into the client's chosen GIS environment. All additional GIS support requests (such as analytics using client data or other associated consulting services) are not included in the standard implementation and annual licensing fees.
- Flood Engineer support is provided on the basis of explaining any anomaly observed in the modeled flood extent products. Response to these queries is aligned with the performance standard for software technical support. Flood Engineer technical support during flood events - such as advice for operational and tactical decision making is not included as part of the standard implementation and annual licensing fees.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134947

Date Filed:
03/14/2024

Date Acknowledged:

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

Codestream Solutions Pty Ltd
FORTITUDE VALLEY QLD Australia

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

Codestream Solutions Pty Ltd

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.

23RFP58
RENEWAL #1 FOR FLOOD MODELING

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Murphy, Juliette	FORTITUDE VALLEY QLD Australia	X	
Prosser, Ryan	FORTITUDE VALLEY QLD Australia	X	
Grossman, Nicholas	New York, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____JULIETTE MURPHY_____ and my date of birth is [redacted].

My address is ___80 POINT MCKAY CRESECNT, APARTMENT 1505, CALGARY, CANADA
(street) (city) (state) (zip code) (country)

Executed in CALGARY, ALBERTA CANADA State of _____, on the __15___day of __March_, 2024_____.
(month) (year)

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134947

Date Filed:
03/14/2024

Date Acknowledged:
03/18/2024

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

Codestream Solutions
FORTITUDE VALLEY QLD Australia

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

Codestream Solutions Pty Ltd

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.

23RFP58
RENEWAL #1 FOR FLOOD MODELING

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Murphy, Juliette	FORTITUDE VALLEY QLD Australia	X	
Prosser, Ryan	FORTITUDE VALLEY QLD Australia	X	
Grossman, Nicholas	New York, NY 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 **23.**

Meeting Date: 04/09/2024

Approval of Addendum for Mythics Q-22224 Additional Oracle License and Service Agreement for Information Technology Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Agreement #2024171 between Williamson County and Mythics in the amount $79,234.07, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7) [D Captive replacement parts or components for equipment] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

Background

Approval of this addendum will add additional licenses to the existing Oracle platform. Funding Source is 01.0100.0503.004505 as per the FY24 budget. The department contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Addendum

Mythics Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 03:19 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:20 PM
Form Started By: Barbi Hageman		Started On: 03/14/2024 10:28 AM
Final Approval Date: 04/03/2024		

WILLIAMSON COUNTY ADDENDUM TO THE MYTHICS LICENSE AND SERVICES AGREEMENT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM TO THE MYTHICS LICENSE AND SERVICES AGREEMENT (hereinafter "Addendum") 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 **Mythics, LLC** (hereinafter "Mythics"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Mythics License and Service Agreement ("MLSA"), and the following changes shall be incorporated as if part of the MLSA:

I.

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

II.

No Waiver of Sovereign Immunity or Powers; Texas Law Applicable to Indemnification: Nothing in this Addendum and MLSA 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. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

III.

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.

IV.

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

V.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Mythics, LLC
Name of Service Provider

T. Scott Davis
Authorized Signature

T. Scott Davis
Printed Name

Date: March 14, 2024

Catherine Burniske
Direct: 757-416-4282
Fax: 757.412.1060

Company Name: Williamson

Estimate Number: [redacted]
Estimate prepared on: 2/22/24
Valid through: 4/15/24

LICENSES AND SUPPORT

Item Nbr	Oracle Product Description	Oracle License Type	Increment value	Increment Quanity	Increment Fee	Total	Software Update License and Support
							4/17/24-10/31/24
1	**Oracle Financials**	Enterprise $M in Operating Budget	12.5	2.0	$27,193.75	$54,387.50	$6,490.74
2	**Oracle Purchasing**	Enterprise $M in Operating Budget	12.5	2.0	$5,521.88	$11,043.76	$1,317.99
3	**Oracle Treasury**	Enterprise $M in Operating Budget	12.5	2.0	$2,677.50	$5,355.00	$639.08
			.				
			TOTAL LICENSE AND SUPPORT :				**$79,234.07**

Program Description	Number of Program Licenses Acquired Prior to Effective Date	Number of Program Licenses Acquired Herein if ordered directly from Oracle	Total Number of Program Licenses Acquired as of the Effective Date (Under this and other Orders)
Oracle Financials	**262.5**	**25.00**	**287.50**
Oracle Purchasing	**262.5**	**25.00**	**287.50**
Oracle Treasury	**262.5**	**25.00**	**287.50**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and to software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS#: 013358002
Mythics Fed Tax ID# 54-1987871
CAGE CODE: 1TA34
NAIC: 423430

Support services are provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment.
Media is available for download at no additional cost at http://edelivery.oracle.com/
In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered.
Therefore all orders are non-cancellable
* Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

Oracle's License Definitions and Rules (LDRs) are available at https://www.oracle.com/corporate/contracts. Please note the LDRs that apply to this order will be those LDRs in effect at the time Contractor accepts Your order.

Purchasing Instructions:
Please include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of Mythics License and Services Agreement – MLSA Version 0123
2.Payment terms are: License 30 and Support- QIA
3. Mythics Estimate Number: [redacted]

Fax order to 757-416-4282 or email to:cburniske@mythics.com
Please note this pricing is subject to final management approval.

SUMMARY CHART

Program	License type	Aquired Licenses Prior to Effective Date	Number of Program Licenses Acquired	Total Number of Program Licenses Acquired as of the effective date
oracle Financials, oracle purchasing , oracle treasury	Enterprise $M in Operating Budget	262.5	25.0	287.5

If you exceed the Total Number of Program Licenes Acquired as of the effective date of this order you must order the programs from Oracle (and first year Software Update License & Support for the programs) at the appropriate license and support fees specified on the Expansion Table provided at the time of your original order.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140080

Date Filed:
03/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mythics, LLC
Virginia Beach, VA United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024171
Mythics Q-22224: Additional licenses due to increase in Operating Budget-Oracle Ent Reporting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, VA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Deonte J. Watters, CCMAP, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), USA (country).

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

Executed in City of Virginia Beach County, State of Virginia, on the 28th day of March (month), 2024 (year).

Deonte J. Watters

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140080

Date Filed:
03/28/2024

Date Acknowledged:
03/28/2024

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

Mythics, LLC
Virginia Beach, VA United States

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

Williamson County

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

2024171
Mythics Q-22224: Additional licenses due to increase in Operating Budget-Oracle Ent Reporting

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pegasus ME Buyer, Inc.	Virginia Beach, VA United States	X	
Smutz, Shane	Virginia Beach, VA United States	X	
Altamura, Doug	Virginia Beach, VA United States	X	
Seifert, Paul	Virginia Beach, VA United States	X	
Needleman, Scott	Virginia Beach, VA United States	X	
Hodgkiss, Kevin	Virginia Beach, VA 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 **24.**

Meeting Date: 04/09/2024

Approval of Purchase for Williamson County's Antivirus/ Managed Service Solution from CDW-G for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving quote #NTVN416 between Williamson County and CDW-G for the amount of $368,094.68 in accordance with TIPS contract #230105 for the annual purchase of an antivirus security solution for county equipment, monitored 24/7/365.

Background

The approval of this purchase will benefit Williamson County Information Services with continuous antivirus protection tailored to Williamson County's specific needs. The attached quote contains the details of the applications and equipment needed. Funding source is 01.0100.0503.004100 as per the FY24 budget. The department point of contact is Tammy McCulley. Publicly traded no 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDW-G Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:14 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:00 AM
Form Started By: Barbi Hageman		Started On: 04/03/2024 10:19 AM
Final Approval Date: 04/04/2024		

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

THOMAS GILLESPIE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
[redacted]	4/2/2024	[redacted]	[redacted]	$368,094.68

IMPORTANT - PLEASE READ

Special Instructions: Term: Apr 25, 2024 - Apr 24, 2025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike 12-Month Complete with Threat Graph Standard Mfg. Part#: CS.FCSD.SOLN.T7.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	6055636	$49.19	$142,651.00
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	5410370	$0.00	$0.00
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	5410373	$0.00	$0.00
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	5410377	$0.00	$0.00
CrowdStrike 12-Month Falcon Complete Subscription	2900	5400119	$0.00	$0.00

QUOTE DETAILS (CONT.)				
Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	5410382	$0.00	$0.00
CrowdStrike 12-Month Threat Graph Standard - Bundled Software Subscription Mfg. Part#: CS.TGB.STD.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	2900	5400122	$0.00	$0.00
CrowdStrike 12-Month Falcon Complete with Server Threat Graph Standard Mfg. Part#: CS.FCSD.HPS.SOLN.T1.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	6080430	$65.23	$19,569.00
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5410370	$0.00	$0.00
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5410373	$0.00	$0.00
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5410377	$0.00	$0.00
CrowdStrike 12-Month Falcon Complete Subscription Mfg. Part#: CS.FALCOMPS.SVC.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5400119	$0.00	$0.00
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5410382	$0.00	$0.00
CrowdStrike 12-Month Server Threat Graph Standard - Bundled Software Mfg. Part#: CS.TGB.STD.HPS.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	5757208	$0.00	$0.00

QUOTE DETAILS (CONT.)				
CrowdStrike 12-Month Falcon Complete CID Management (Complimentary) Mfg. Part#: CS.FALCOMPONBC.SOLN.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	6284569	$0.00	$0.00
University LMS Subscription Customer Access Pass - web-based training Mfg. Part#: RR.PSO.ENT.PASS.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	10	5744579	$0.00	$0.00
CrowdStrike 12-Month Essential Support Mfg. Part#: RR.HOS.ENT.ESTL.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	5145023	$25,132.41	$25,132.41
CrowdStrike 12-Month Falcon Intelligence Application Mfg. Part#: CS.INTEL.SOLN.T9.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3200	7343513	$3.89	$12,448.00
NEW ITEM Mfg. Part#: NEW-ITEM CS.EXPOMANUP.SOLN.T9.12M Falcon Exposure Management Upgrade Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3200	NEW-ITEM	$12.09	$38,688.00
NEW ITEM Mfg. Part#: NEW-ITEM CS.FILEVANTAGE.SOLN.T3.12M Falcon FileVantage Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	300	NEW-ITEM	$25.24	$7,572.00
NEW ITEM Mfg. Part#: NEW-ITEM Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3200	NEW-ITEM	$4.73	$15,136.00
CROWDSTRIKE IDENTITY THREAT PROT Mfg. Part#: CS.ITPC.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3237	7840232	$24.71	$79,986.27
CROWDSTRIKE IDENTITY THREAT PROT Mfg. Part#: CS.ITP.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3237	7840235	$0.00	$0.00
CROWDSTRIKE IDENTITY THREAT PROT Mfg. Part#: CS.ITPCU.SOLN.T3.12M Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	3237	7840242	$0.00	$0.00
NEW ITEM Mfg. Part#: NEW-ITEM	3200	NEW-ITEM	$8.41	$26,912.00

QUOTE DETAILS (CONT.)

CS.FALCONIT.SOLN.T9.12M Falcon for IT
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$368,094.68
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$368,094.68**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 **Phone:** (512) 943-1456 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 **Phone:** (512) 943-1456 **Shipping Method:**
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$368,094.68	**$10,417.08/Month**	**$368,094.68**	**$11,977.80/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?

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 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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Commissioners Court - Regular Session **25.**

Meeting Date: 04/09/2024

Approval of Purchase for Video Surveillance Additions at the Round Rock Annex from Mobile Communications America, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Proposal #202510 between Mobile Communications America, Inc. and Williamson County for the installation of additional video surveillance at the Round Rock Annex for the amount of $26,708.75, pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the proposal.

Background

Approval of this proposal will allow Information Systems to have additional video surveillance provided and installed at Williamson County's Round Rock Annex, located at 1801 E Old Settlers Blvd., Round Rock, TX. System installation includes hardware, system licenses, and configuration. The proposal attached outlines the scope of work and associated pricing. Funding source is 01.0100.0503.004509 as per the FY24 budget. Department contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCA Proposal

Form 1295 MCA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:14 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:25 PM
Form Started By: Misty Brooks		Started On: 03/21/2024 02:57 PM
Final Approval Date: 04/03/2024		

Proposal: [redacted]

Wilco-RR Annex-Camera adds V7

Prepared for:

Don Heflin

Williamson County - Round Rock Annex
1801 E Old Settlers Blvd.
Georgetown TX, 78626

Prepared by:

Patrick Stevenson
512-944-0854
patrickstevenson@callmc.com

4509 Freidrich Lane
Suite 110
Austin, TX 78744

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems / MCA, Inc., except where required by law.

Proposal Issued:
3/21/2024

Proposal Valid To:
5/19/2024

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DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Round Rock Annex

Site	Billing	Contact
1801 E Old Settlers Blvd. Georgetown, TX 78626	1801 E Old Settlers Blvd. Georgetown, TX 78626	Don Heflin, IT-Systems **P** (512) 409-6222 **E** don.heflin@wilco.org

PROJECT NAME: Wilco-RR Annex-Camera adds V7

PROJECT SCOPE OF WORK

DIR-CPO-4494

Mobile Communications America (MCA), formerly Knight Security Systems, will provide and install video surveillance additions at Williamson County's Round Rock Annex. System installation includes hardware, system licenses, and configuration unless otherwise stated.

This proposal includes all DIR equipment and labor required to perform this system and coincides with proposal #1[redacted]-[redacted].

Video Surveillance System with 15 cameras

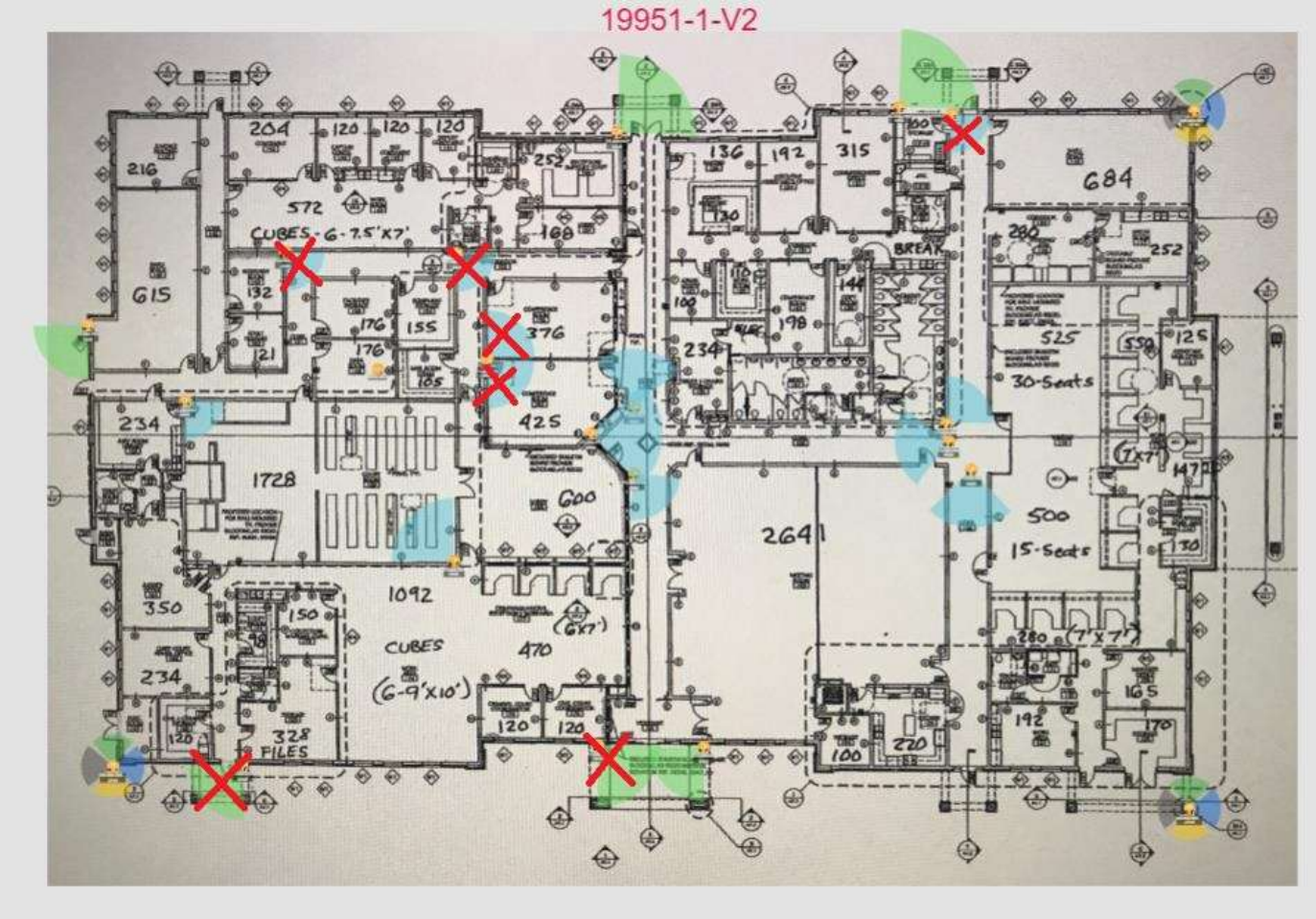
KSS will furnish and install the following:

- 15- Genetec camera licenses
- 15 - Genetec 1 year ADV licenses
- 4 - Axis-P3265-LVE (1080p) exterior cameras
- 8 - Axis-M3086V (4mp) interior cameras
- 3 - Axis P3737-PLE exterior multi-sensor camera bracket kits with arm, pendant, and corner mount

- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection on an existing Genetec Archive server provided by county IT
  - One administrative account
  - One view only account
  - Estimated days of storage 30 days
  - 2-5MP at H.264(AVG) and 12 FPS
  - Calculations are based on 40% motion detection or event recording
  - **This configuration will require a minimum of 18TB (usable storage) and 138Mbps of throughput**

The NVR storage capacity is an approximate estimate based on general conditions that MCA does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

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Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay MCA the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial project invoice is due and payable upon receipt of material received and stored, delivery of materials to customer site, and services rendered.
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Client Initials:_____

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Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering
MCA shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. MCA will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring
MCA will be responsible to install all the wiring and connections providing communication and/or control between MCA supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

MCA will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. MCA is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices
MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming
MCA trained personnel will program the security system to provide a functioning operational system. MCA will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. MCA will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. MCA will provide a list of devices that need IP addresses to the Customer.

Rental Equipment
Lift rental is not included in this proposal and shall be provided by the Customer if required.

Testing
MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training
Training is not included with this proposal.

Standard Proposal Notes:

Client Initials:_____

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1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 15 days. After the 15 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 4-6 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Mobile Communications America Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Mobile Communications America control.
7. Final terminations and connections to equipment other than provided by Mobile Communications America.
8. Any trade installation that Mobile Communications America is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

PROJECT INVESTMENT

Client Initials:_____

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Estimate						$26,708.75
QTY	Manufacturer	Part #	Description	MSRP	Unit Price	Ext.Price
3	DIR-Axis Communications	DIR-01513-001	T94N01D PENDANT KIT FORP3717-PLE IP CAM, 1.5" NPST	$99.00	$76.80	$230.40
4	DIR-Axis Communications	DIR-02328-001	P3265-LVE FIXED DOME CAMERAOUTDOOR HDTV 1080 2MPVA	$749.00	$581.06	$2,324.24
8	DIR-Axis Communications	DIR-02374-001	M3086-V INDOOR FIXED MINI DOME4 MP,WDR, DLPU	$369.00	$286.26	$2,290.08
3	DIR-Axis Communications	DIR-5017-641	T91A64 CORNER BRACKETFOR Q6032-E PTZ + P55340	$89.00	$69.04	$207.12
3	DIR-Axis Communications	DIR-5504-821	T91D61 WALL MOUNT, AL WH W/1.5" NPS THREAD FOR FIX	$99.00	$76.80	$230.40
15	DIR-Genetec Security Ctr	DIR-ADV-CAM-E-1Y	GenetecAdvantagefor1OmnicastEnterpriseCamera1year	$51.00	$35.97	$539.55
15	DIR-Genetec Security Ctr	DIR-GSC-Om-E-1C	1Enterprisecameraconnection,mandatoryGenetecAdvant	$250.00	$176.31	$2,644.65
1	DIR-Knight Security	DIR-KSS-PROJKIT	DIR- Project Install Kit	$2,632.00	$2,368.80	$2,368.80

Labor:

QTY	Description	Ext.Price
6	SYSDESIGN	$1,006.86
12	PROJECTMGR	$2,424.12
15	SYSTECH	$2,430.45
78	INSTALL	$10,012.08

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,607.44

Equipment Subtotal	**$10,835.24**
Labor Subtotal	**$15,873.51**
Estimate SubTotal	**$26,708.75**
Annual Recurring Subtotal	**$3,607.44**

Investment Summary

Total Equipment	**$10,835.24**
Total Labor	**$15,873.51**
Total Proposal Amount	**$26,708.75**
Annual Recurring	**$3,607.44**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Client Initials:_____

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Knight Security Systems / MCA will provide the proposed system as described in this proposal for the sum of: **$26,708.75**

The price above includes: material, equipment and labor as described within this proposal.

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

Proposal Acceptance:

I have read the ***General Terms and Conditions*** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the ***Customers Responsibilities*** section of the agreement as well as the ***Schedule of Equipment*** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Knight Security Systems / MCA is hereby authorized to perform the work as specified.

Knight Security Systems / MCA	**Williamson County - Round Rock Annex**
By: _____	**By:** _____
Signature	Signature
Vice President of Texas Security	
Title	Title
Mark S. Purcell	
Print Name	Print Name

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems / MCA, Inc., except where required by law.

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems / MCA, Inc.

TERMS & CONDITIONS

SEE PURCHASING CONTRACT

DIR-CPO-4494

FOR TERMS AND CONDITIONS.

Web Access:
https://dir.texas.gov/contracts/dir-cpo-4494

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137489

Date Filed:
03/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mobile Communications America, Inc.
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.
202510
Video Surveillance System Additions for the Round Rock Annex

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

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

6 UNSWORN DECLARATION

My name is Patrick Stevenson, and my date of birth is [redacted].

My address is 239 Sayers Rd (street), Bastrop (city), TX (state), 78602 (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 21st day of March (month), 20 24 (year).

Patrick Stevenson

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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202510
Video Surveillance System Additions for the Round Rock Annex

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **26.**

Meeting Date: 04/09/2024

Approval of Purchase for Activation Thermal Cards from Election Systems and Software, LLC for Elections Departmen

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quote #14452 between Williamson County and Election Systems and Software, LLC (ES&S) for the amount of $20,338.52, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (7) (D) captive replacement parts or components for equipment.

Background

The approval of this quote is to support the requirements for the May 4, 2024, Election. This election requires using special 19" ballots vs. the 17" and 14" previously used. The original agreement approved in Commissioner's Court on 4/30/2019 under item #35, is attached. The budget line item funding source is 01.0375.0375.004251 as per the FY24 budget. The department point of contact is Vikki Farrow. Supplier is a publicly traded company, no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ES&S approved original agreement 4.30.19

ES&S Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:24 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:56 AM
Form Started By: Barbi Hageman		Started On: 04/02/2024 01:24 PM
Final Approval Date: 04/04/2024		

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement - BuyBoard Contract 542-17

Customer P.O. #:
1st Election Date: November 5, 2019
Estimated Delivery Date: June 2019

Customer Contact, Title: Chris Davis
Phone Number: (512) 943-1622
Customer Name: Williamson County, Texas
Fax Number: N/A

Type of Sale: ☑ NEW
Type of Equip: ☑ NEW ☐ REFURBISHED

Bill To:	Ship To:
Williamson County, Texas	Williamson County, Texas
Chris Davis	Chris Davis
301 S.E. Inner Loop - Suite 104	301 S.E. Inner Loop - Suite 104
Georgetown, TX 78626	Georgetown, TX 78626

	Item	Description	Qty	Price	Total
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	115	$5,750.00	$661,250.00
2	DS200	Tote Bin	200	$225.00	$45,000.00
3	DS200	Paper Roll (Additional)	400	$1.75	$700.00
4	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices (Version 6.0.2.0)	2	$111,500.00	$223,000.00
5	DS850	Initial Annual License Fee	2	Included	Included
6	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	800	$3,325.00	$2,660,000.00
7	ExpressVote BMD	Soft-Sided Carrying Case	15	$175.00	$2,625.00
8	ExpressVote BMD	ExpressVote Booth	800	$895.00	$716,000.00
9	ExpressVote BMD	ExpressVote Printer	150	$725.00	$108,750.00
10	ExpressVote BMD	ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	$30.00	$1,500.00
11	DS200/ExpressVote BMD	Standard 4GB Memory Device (Additional)	425	$105.00	$44,625.00
12	Software	ElectionWare Software - PYO Standard	1	$49,500.00	$49,500.00
13	Software	ExpressLink Software	1	$4,070.00	$4,070.00
14	Software	Synthesized Audio Capability - Additional Language	1	$2,310.00	$2,310.00
15	Third Party Items	3rd Party Items as set forth on Exhibit B	1	$13,342.00	$13,342.00
16	Network Installation	EMS Network Pre-installation Staging with Onsite Delivery	3	$2,300.00	$6,900.00
17	DS200	Equipment Installation	115	$115.00	$13,225.00
18	DS850	Equipment Installation (1st Unit)	1	$1,925.00	$1,925.00
19	DS850	Equipment Installation (Additional Unit)	1	$1,000.00	$1,000.00

Sales Order Agreement

20	ExpressVote BMD	Equipment Installation	800	$105.00	$84,000.00
21	Services	Project Management Day	20	$1,700.00	$34,000.00
22	Services	Equipment Operations Training Day	1	$1,700.00	$1,700.00
23	Services	Model DS850 Training Day	1	$1,700.00	$1,700.00
24	Services	Software Training Day	5	$1,700.00	$8,500.00
25	Services	Election On-Site Support Event	4	$4,675.00	$18,700.00
26	Trade-In Allowance and Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 980 - iVotronic Terminal 980 - iVotronic Booth without RTAL Printer	1	($346,000.00)	($346,000.00)
27	Shipping	Shipping & Handling	1	$45,420.00	$45,420.00
				Order Total	**$ 4,403,742.00**

Freight Billable: yes ☑ no ☐

Chris Moody
Regional Sales Manager

Bill Keneally
Customer Signature

4/30/19
Date

Thomas E Bunt
~~V.P. of Finance~~ CEO

4/25/19
Date

Williamson County Judge
Title

Trade-In Equipment:
ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.
ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

$4,403,742.00 to be invoiced as Equipment is delivered and invoicing may be prorated in the event of multiple deliveries.

Invoices are due net 30 from invoice date

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses**. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates**. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission ('EAC"). ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amount paid in settlement or fees, which are directly or indirectly related to the County's failure to maintain the network on which the EMS is installed in an hardened configuration.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

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

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

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

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

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-19 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	$375,795.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	$167,640.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	$193,050.00
Total Maintenance Fees for the Initial Term:		**$736,485.00**
Payment Terms: ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
115	Model DS200 Scanner	Year 1	$185.00	$21,275.00
2	Model DS850 Scanner	Year 1	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 1	$120.00	$96,000.00
Total Maintenance Fees for Year 1				**$125,265.00**
115	Model DS200 Scanner	Year 2	$185.00	$21,275.00
2	Model DS850 Scanner	Year 2	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 2	$120.00	$96,000.00
Total Maintenance Fees for Year 2				**$125,265.00**
115	Model DS200 Scanner	Year 3	$185.00	$21,275.00
2	Model DS850 Scanner	Year 3	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 3	$120.00	$96,000.00
Total Maintenance Fees for Year 3				**$125,265.00**
Total Hardware Maintenance Fees for the Initial Term				**$375,795.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Williamson County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.
    - Customer will receive coverage for interim repair calls.
        - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.
    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
SOFTWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	$49,500.00
1	ExpressLink Software	Year 1	$4,070.00
1	Synthesized Audio Capability	Year 1	$2,310.00
Total License, Maintenance and Support Fees for Year 1		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 2	$49,500.00
1	ExpressLink Software	Year 2	$4,070.00
1	Synthesized Audio Capability	Year 2	$2,310.00
Total License, Maintenance and Support Fees for Year 2		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 3	$49,500.00
1	ExpressLink Software	Year 3	$4,070.00
1	Synthesized Audio Capability	Year 3	$2,310.00
Total License, Maintenance and Support Fees for Year 3		[redacted]	**$55,880.00**
Total Software License, Maintenance and Support Fees for the Initial Term			**$167,640.00**

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
115	Model DS200 Scanner	Year 1	$80.00	$9,200.00
2	Model DS850 Scanner	Year 1	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 1	$65.00	$52,000.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total License, Maintenance and Support Fees for Year 1				**$64,350.00**
115	Model DS200 Scanner	Year 2	$80.00	$9,200.00
2	Model DS850 Scanner	Year 2	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year2	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 2				**$64,350.00**
115	Model DS200 Scanner	Year 3	$80.00	$9,200.00
2	Model DS850 Scanner	Year 3	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 3	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 3				**$64,350.00**
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$193,050.00**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

EXHIBIT B
THIRD PARTY ITEMS

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	**DELL POWEREDGE T430**	$7,794.00	$7,794.00
	• PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service		
1	**DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR**	$214.00	$214.00
1	**6' VGA M/M MONITOR CABLE**	$8.00	$8.00
1	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$61.00
1	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS) -**	$302.00	$302.00
	EMS WORKSTATION		
2	**DELL OPTIPLEX 5050 (DESKTOP)**	$1,620.00	$3,240.00

	• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5-inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP,SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves Maxx Audio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor | P2217H		
2	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)**	$147.00	$294.00
2	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$122.00
2	***ADOBE ACROBAT STANDARD XI**	$412.00	$824.00
	MISCELLANEOUS COMPONENTS		
1	**OKI B432DN MONO LASER DUPLEX PRINTER**	$416.00	$416.00
1	**LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE**	$4.00	$4.00
1	**D-LINK 8-PORT DESKTOP SWITCH**	$63.00	$63.00
	ORDER TOTAL:		**$13,342.00**

Election Systems & Software, LLC

Quotation - Preliminary

Quotation Date:
Date Printed: 3/22/24
Quotation Number: [redacted]
Customer Number: [redacted]
Expiration Date:
Payment Terms: 30 Days Net
Customer RFQ Number:
Wanted Delivery 3/26/24

Document Address:
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Delivery Address:
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Sales

Pos	Part No / Description	Sale Qty	Unit	Price	Disc. % / Planned Delivery Date	Net Amount USD
1	**70-00004** Activation Card Thermal 19"	125,000	EA	0.130	0.00 3/26/24	16,250.00

Sub Total:	**16,250.00**
FREIGHT	**2,463.52**
Rush Print Fee	**1,625.00**
Rush Print Fee	0.00
Total Exclusive Tax:	**20,338.52**
Tax Total	**0.00**
Gross Total	**20,338.52**

FOOTNOTES:
1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 30 days and thereafter may change.
3. Any applicable (City, County & State) sales taxes are an estimate and will be invoiced at sales tax rates in effect at time of invoicing.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
5. The quantity of service days (if included) reflect a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. If Freight is not stated in Quotation, Freight Cost will be determined at time of order.

Commissioners Court - Regular Session **27.**

Meeting Date: 04/09/2024

Approval of Contract Renewal #1 for contract #2023212 Behavior Health Services with Bizaan Holdings LLC dba Bizaan Behavior Health for Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract #2023212, Behavior Health Services, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Bizaan Holdings LLC dba Bizaan Behavior Health for the 12-month term of June 6, 2024 - June 5, 2025, and authorizing execution of the renewal agreement.

Background

This is the first (1) of three (3) extensions available for this contract. The Williamson County Sheriff's Office has confirmed that the vendor met all the County requirements for this contract and requests renewal. Bizaan Behavioral Health provides professional counseling services to assist employees or officers that work for the Williamson County Sheriff's Office. The funding source is 01.0100.0560.004100. The department's point of contact is Sheriff Mike Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Agreement and Original Agreement

1295 Form Bizaan Holdings LLC dba Bizaan Behavior Health

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:34 PM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:26 AM
Form Started By: Kim Chappius		Started On: 03/25/2024 09:16 AM
Final Approval Date: 04/04/2024		

FIRST RENEWAL AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Service Provider: Bizaan Holdings, LLC dba Bizaan

Service Provider's Mailing Address:

2851 Joe DiMaggio Blvd., Ste. 3
Round Rock, Texas 78665

Agreement Subject of this Renewal Agreement:

The Behavioral Health Services Agreement dated June 6, 2023, by and between Service Provider and County (the "Agreement") which is incorporated here by reference.

Agreement to Renew Agreement:

1. Renewal Term: Service Provider and County (hereinafter collectively referred to as the "Parties") hereby agree to renew the Agreement for an additional term of one (1) year, commencing on June 6, 2024, and ending on June 5, 2025 ("Renewal Term").

Amendment of Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Renewal Agreement, the terms of this Renewal Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Renewal Term and any term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Renewal Agreement to be effective as of the date of the last party's execution below.

SERVICE PROVIDER:

Bizaan Holdings, LLC

By: _____

Printed Name: Kyle McCall

Date: March 10, 2024

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____ ____, 20____

Behavioral Health Services Agreement

THIS AGREEMENT (the "Agreement"), is entered into by and between Bizaan Holdings, LLC dba Bizaan Behavioral Health "Bizaan Behavioral Health" ("Contractor") and Williamson County (the "Customer").

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

WHEREAS, Customer desires to purchase behavioral health services for off-site counseling services at Contractor's "Premises" located at:

Bizaan Behavioral Health

2851 Joe DiMaggio Blvd., Ste. 3, Round Rock, Texas 78665

- Telehealth Included -

herein referred to as "Premises". "Behavioral Health Services" as used herein means those services described in the Proposal for Behavioral Health Services, which is attached hereto and hereby is incorporated herein by reference for all purposes.

TERM OF AGREEMENT: The term of the Agreement shall be on a temporary basis, effective from the date service commences as herein provided and defined as Effective Date and will continue for one-year, unless terminated sooner as authorized herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. [JL1] The Agreement may be renewed for up to three (3) additional one-year terms upon agreement of the parties.

If the Customer decides to exercise the option to renew the Behavioral Health Services Agreement, it shall be in written form to the Contractor, thirty (30) calendar days prior to the expiration of the in-place Agreement. In the event the Agreement is renewed and service requirements and/or schedules and the like have not been modified, the terms and conditions will then remain unchanged.

Service shall commence on date of final execution by both parties (the "Effective Date") which can be referenced on the signature line.

CONTRACT RATES: Rates shall be set at initial proposal amounts. Details of certain rate types are as follows:

- Standard Rate: The following bill rate(s) apply to all locations listed in this AGREEMENT. All behavioral health services bear the supervisory expense of Bizaan Behavioral Health management for support.
- Critical Incident Support Rate: The Contractor shall provide additional behavioral health services as

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an as-needed basis for emergency situations as requested by the Customer at this rate.

- Training Rate: The Contractor shall provide additional training services as an as-needed basis for the Customer at a mutually agreed upon rate depending on the course.

Customer will assume responsibility for all applicable credit card processing fees if payment is rendered in this method. Customer has option for direct ACH payment.

The not-to-exceed amount under this Agreement is Fifteen Thousand Dollars ($15,000.00), unless amended by mutual agreement.

SCHEDULE: Contractor shall provide a Licensed Professional Counselor Associate *or* Licensed Professional Counselor *or* Licensed Marriage and Family Therapist Associate *or* Licensed Marriage and Family Therapist *or* Licensed Master Social Worker *or* Licensed Clinical Social Worker ("Clinician") when service commences. The services of the Clinician will be dependent on the current needs of the Customer and is not obligated to provide a certain number of clients at any point in time. The Customer reserves the right to modify coverage requirements without amending this Contract. Customer may request, as reasonably needed, for behavioral health services in addition to the contracted hours. Any permanent additional services/hours will be implemented in a reasonable time and be billed at the then-current prevailing Agreement rate. This will be submitted in an addendum agreement increasing or extending hours of service.

Deletion or reduction in service hours/services shall be made only as requested in writing and Contractor shall have 30 days thereafter to implement such requested reduction. Billing adjustment will appear only after said implementation occurs. Reduction in service hours may affect Behavioral Health Services Rates; but any increase shall be limited to no more than 10% percent of the then-current Agreement rate. Such adjustments shall be applicable during the remainder of the Agreement term.

Contractor will render its invoice for contracted Behavioral Health Services and Special services/equipment to be supplied by the 4th day of the month of service. Any variation between contractual services to be rendered and equipment supplied and those actually rendered or supplied will be adjusted in the next invoice which follows the aforementioned billing date. Services rendered will be calculated based on electronic timesheet / clock system provided by Bizaan Behavioral Health. Customer payment will be made once each month upon submission of invoices provided for the month. Contractor shall submit the original and one copy of each invoice to the following address not later than the 4th working day of each month to assure payment within terms.

All invoices are due within the month of service rendered or within 30 days. Payments not made by the Customer by the last day of service month billed shall be in default hereunder. Invoices will be mailed or provided via e-mail as per the Customer preference. Invoices are to include each of the following, as appropriate:

1. The cost of services as needed:

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a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered.

2. The cost of Critical Incident Services as needed:

    a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered from the time of response on site. Critical incident services shall be made available 24/7/365 as an on-call rotating basis unless mutually agreed upon.

3. The cost of training services as scheduled:

    a) Clinician/Instructor shall be billed at an hourly rate *or* class rate mutually agreed upon should Customer require training services for their employees, customers, or Contractors. Examples of training services could include, but are not limited to, Peer Support Team/Leader Training, Satori Alternatives for Managing Aggression (SAMA), CPR/First Aid/AED/BLS, Clinical Skills classes, Mental Health First Aid, Crisis Intervention Team/Mental Health Officer, among others. Customer can utilize sister company Bizaan Security for additional training opportunities.

4. The cost of phone consults as needed:

    a) There is no cost for the Customer/representative to reach Bizaan Behavioral Health management for consults or referrals to the practice or to discuss billing.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the 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.

INSURANCE: For the duration of this Agreement, Contractor shall purchase and maintain coverage in a company or companies authorized to do business in Texas. Clinicians shall maintain their own insurance which is in addition to the insurance provided by the Contractor. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

General Liability	$1,000,000 each claim / $3,000,000 aggregate

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	Fire & Water Legal Liability included in the GL limit shown above subject to $250,000 sublimit
Professional Liability	$1,000,000 each claim / $5,000,000 aggregate
Worker's Compensation & Employer's Liability	Statutory Limits based on the benefits levels of the deemed state of hire
	One Million dollars ($1,000,000)Bodily Injury by Accident Per Employee
	One Million dollars ($1,000,000) Bodily Injury by Disease Per Employee
	One Million dollars ($1,000,000)Bodily Injury by Disease Policy Limit

Contractor shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state of Texas, Contractor's liability insurance to protect Customer against applicable claims which may arise from operations under this Agreement. Contractor shall name the Customer as an additional insured under such policies if the Customer notifies the Contractor of the desire to be added as an additional insured. In that event, the Contractor shall provide the Customer with a certificate evidencing the applicable insurance coverage. Contractor shall require all subcontractors to have insurance with the same or similar coverage as required. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under this agreement.

INDEMNITIES AND LIABILITIES: Simultaneously with the execution of this Agreement or upon request from the Customer, the Contractor will deliver to the Customer a certificate of insurance verifying the Contractor's insurance coverage and policy limits. Customer agrees and further stipulates that to the extent Customer suffers any injury or damage of any nature for which the Contractor has legal liability and for which the Contractor has insurance coverage for the risk giving rise to such legal liability, then the Customer agrees to limit its recovery, if any, from Contractor for such damages or injuries to such amounts or sums of money which such insurance will, does or shall pay for any such liability as described herein, not to exceed the respective policy limits of the insurance so effected. If any other person, firm partnership, corporation or any other entity not a party to this Agreement shall make a claim or claims against the Contractor, Customer hereby agrees to indemnify and hold Contractor harmless from all of the same. This Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering the Customer or Contractor.

SETTLEMENT OF DISPUTES: If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance

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with its rules and procedures and the law applicable to the substance of the dispute which shall be the law of Texas. The language of the arbitral proceedings shall be English, and the place of arbitration shall be in Williamson County, Texas. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Agreement during any arbitration proceedings, and Customer shall continue to make payments to Contractor in accordance with the Agreement. This section shall survive completion or termination of this Agreement.

QUALITY OF PERFORMANCE: The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the United States Government and of the state of Texas. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Customer and Contractor agree not to discriminate on the basis of race, sex, color, creed, religion or national origin in regard to the supervision, hiring, and placement of Clinicians in the course and scope of providing behavioral health services.

PERMITS AND LICENSES: The Contractor and provided Clinicians shall be licensed under the State of Texas Behavioral Health Executive Council in accordance with the requirements of the laws of the state of Texas and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses. (For any inquiries into license status, please contact the Texas Behavioral Health Executive Council)

NO WAIVER OF SOVEREIGN IMMUNITY OR POWER: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer.

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

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CONFIDENTIALITY: Contractor 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.

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.

SUBCONTRACTORS: No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the Customer.

Contractor shall notify Customer in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Agreement at least five (5) calendar days prior to the date said subcontractor is to begin to perform those obligations.

MODIFICATION: This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.

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NOTICE: Any notice or request required to be given or made under this Agreement shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's email address as specified below:

Bizaan Holdings, LLC dba Bizaan Behavioral Health

Kyle A. McCall, MA, LPC, LCDC, NCC | President & CEO

2851 Joe DiMaggio Blvd., Ste. 3,

Round Rock, Texas 78665

Kyle.McCall@bizaanbehavioralhealth.com

(737) 667-5680 / (512) 423-1808

Williamson County

Attn: County Judge

710 S. Main Street, Ste. 101

Georgetown, Texas 78626

Courtesy Copy:

Williamson County Sheriff's Office

Attn: County Sheriff

508 S. Rock Street

Georgetown, Texas 78626

Any notice of change of address shall be effective only as provided in this section as any other notice.

APPLICABLE LAW: This Contract shall be governed by the laws of the State of Texas. In the event that any lawsuit is brought by any party of the Agreement to enforce any of its covenants, terms or conditions, said lawsuit shall be prosecuted and defended in Williamson County, Texas. This specific provision is entered into freely, knowingly, voluntarily and for consideration, the receipt and sufficiency of which is hereby

acknowledged. The Customer agrees not to disturb this choice of venue by agreement with Contractor.

SEVERABILITY OF PROVISIONS, VALIDITY OF AGREEMENT NOTWITHSTANDING INVALIDITY OF PARTICULAR PROVISIONS: In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

INDEPENDENT CONTRACTOR STATUS: Nothing contained in the entire Agreement between Customer and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Customer and Contractor, it is agreed that the position of Contractor and anyone else performing any services under the Agreement is that of an independent contractor.

RECRUITMENT AND TRAINING EXPENSES: Customer acknowledges and agrees that the Clinicians or other employees of Bizaan Behavioral Health which will be assigned pursuant to the provisions of this Agreement have been recruited and trained at the expense of the Contractor through methods and training programs developed by the Contractor, and that the Contractor would suffer the loss of such recruiting and training expenses if any such employee or employees of Contractor abandon employment with the Contractor and becomes employed by the Customer, or by the owners or management of the Customer in any capacity whatsoever. Customer agree that Customer will not recruit or solicit any employee or former employee within 6 months of termination of the Contractor. Customer further agrees neither the Customer nor the owners or management of Customer will approach, speak to or contact any employee of Bizaan Behavioral Health concerning other employment by any such Bizaan Behavioral Health employee without first obtaining the express written permission of Bizaan Behavioral Health.

EXTENT OF AGREEMENT: This Agreement, including Attachment of the Proposal for Behavioral Health Services, hereto, constitutes the entire Agreement, and no representation or statement which is not expressly contained in this Agreement, incorporated herein by reference, shall be binding upon the Parties. No oral agreement or representation made at the time or before the execution of this Agreement shall be binding upon Contractor or Customer and all prior conversations and agreements relating to this Agreement are merged herein. This Agreement is the final expression and embodies the entire agreement of the parties relating to the subject matter hereof and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and attached hereto as an agreed amendment.

CONSENT OR WAIVER: No consent or waiver, express or implied, by Customer, to or of any breach of any covenant, condition or duty of Contractor shall be construed as consent to waive any other breach of the same or any other covenant, condition, or duty.

RIGHTS AND REMEDIES: No action or failure to act by Customer, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

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TERMINATION OF CONTRACT:

Either party may terminate this Agreement without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination. The bankruptcy of either party is grounds for termination for cause under this Agreement.

KEY PERSONNEL:

The Contractor shall provide the following personnel:

1. Management: The Contractor shall provide without cost for the Customer a designated manager of Bizaan Behavioral Health who shall for the overall management and coordination of this Agreement with the Customer.
2. Clinician: The Contractor shall provide trained employees who shall perform behavioral health services for the Customer.

GENERAL REQUIREMENTS:

1. Managerial: Contractor shall furnish management; manpower to maintain full services at all times.
2. Language: Clinicians on the behavioral health services force must be able to speak, write and understand effectively English.
3. Physical: Clinicians must be able to perform duties as required.

CLINICIAN WORK REQUIREMENTS:

1. Specific Requirements: Contractor shall provide Customer with the operation and management of behavioral health and related services as set forth in these Specifications as per mutually approved proposal for behavioral health services.
2. Reports and Records: Prepare required orders, instructions, clinical notes and incident reports, including reports in Bizaan Behavioral Health Electronic Health Record. These records will never be

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made available to the Customer at any time. Billing for services will be done via de-identified chart number. Customer shall not request information on client records from the Contractor or employees at any time.

3. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, summon appropriate assistance such as the local fire and/or police departments and immediately notify the Customer Representative or other designated Customer officers. Clinician must be aware of and knowledgeable of Emergency Procedures as provided by Customer.

4. Change of Duties: The Customer reserves the right to collaborate through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractor's personnel after obtaining approval through the Contractor's Representative.

CLINICIAN QUALIFICATIONS:

1. General Qualifications: The Contractor shall ensure that each of its employees meets the education, experience, skills, and prerequisites set forth by the State of Texas for licensure.

2. Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status if the Customer so requests.

3. Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, a Bachelor's degree, and a Master's degree.

4. Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the Agreement premises for whom such employment would create an actual or perceived conflict of interest.

The parties signed below agree to the terms and conditions set forth in this contract. The undersigned also attest they have the authority to sign on behalf of their respective businesses.

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CUSTOMER:	CONTRACTOR:
Valerie Covey Presiding Officer	Kyle A. McCall / President & CEO
Print Name / Title	Print Name / Title
Valerie Covey	Kyle Allan McCall
Signature	Signature
WILLIAMSON COUNTY, TEXAS	Bizaan Holdings, LLC dba Bizaan Behavioral Health
Company	Company
Jun 6, 2023	05/17/2023
Date	Date

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1138136

Date Filed:
03/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bizaan Holdings, LLC dba Bizaan Behavioral Health
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

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.
2023212
Behavioral Health Services

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

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

6 UNSWORN DECLARATION

My name is Kyle McCall, and my date of birth is [redacted].

My address is 2851 Joe DiMaggio Blvd, Ste (street), Round Rock (city), TX (state), 78665 (zip code), Williamson (country).

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

Executed in Williamson County, State of Texas, on the 23 day of March (month), 2024 (year).

Kyle Allen McCall
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1138136

Date Filed:
03/24/2024

Date Acknowledged:
03/25/2024

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

Bizaan Holdings, LLC dba Bizaan Behavioral Health
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

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.

2023212
Behavioral Health Services

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **28.**

Meeting Date: 04/09/2024

Approval of Master Service Agreement for PoliceOne Academy Annual Subscription with Lexipol, LLC. for Constable Precinct #3

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 Master Service Agreement #2024156 between Lexipol, LLC. and Williamson County for annual online subscription services in the amount of $1,050.28, and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Constable Precinct 3 Office. PoliceOne Academy is an online law enforcement training platform that provides Texas Commission on Law Enforcement-approved training for law enforcement officers. This is an annual subscription service. The subscription agreement attached outlines the subscription services for up to twentyt-five (25) users. Funding source is 01.0100.0553.004232 as per the FY24 budget. Department contact is Chief Deputy Patrick Hurley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lexipol MSA

Form 1295 Lexipol

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:37 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:44 AM
Form Started By: Misty Brooks		Started On: 04/01/2024 10:16 AM
Final Approval Date: 04/04/2024		

DocuSign Envelope ID: [redacted]

LEXIPOL

MASTER SERVICE AGREEMENT

Agency's Name: Agency's Address:	Williamson County Constables Precinct 3 100 Wilco Way Georgetown, TX 78626
Attention:	
Sales Rep: Lexipol's Address:	Brandon Tarr 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Effective Date:	3/1/2024 (to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Williamson County Constables Precinct 3		**Lexipol, LLC**	
Signature:		Signature:	DocuSigned by: Jan Roos E06AE53CE2B842A...
Print Name:		Print Name:	Jan Roos
Title:		Title:	Vice President & General Counsel
Date Signed:		Date Signed:	3/22/2024

DocuSign Envelope ID: [redacted]

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	TX Reporting w/ Intermediate 1-25 Users	USD 0.00	USD 0.00
11	PoliceOne Academy Annual Rate Per User	USD 95.48	USD 1,050.28
	Subscription Line Items Total		**USD 1,050.28**
			USD 1,050.28
		TOTAL:	USD 1,050.28

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "party" and collectively as the "parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 "Agency Data" means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 "Agreement" means the combination of the cover sheet (signature page); Exhibit A ("Selected Services and Associated Fees"); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Effective Date" means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the "Effective Date."

1.5 "Initial Term" means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 "Lexipol Content" means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 "Services" means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the "Custom Agreement Terms" section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.[1]

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to Lexipol's Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

[1] Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency's termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

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4. **Fees; Invoicing**. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5. **Terms of Service**. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")[2], GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 Professional Services. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting[3], and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 Intellectual Property; License. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the Internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality**. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

[2] LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

[3] Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. **Warranty**. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. **Indemnification**. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement.

9. **Limitation of Liability**. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or $10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. **General Terms.**

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy. **No Waiver of Sovereign Immunity:** Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge."

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136517

Date Filed:
03/19/2024

Date Acknowledged:
04/01/2024

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

Lexipol, LLC
Frisco, 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.

2024156
PoliceOne Academy

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lexipol Holding Company	Frisco, TX United States	X	
Nunan, Bill	Frisco, TX United States	X	
Mittal, Manu	Frisco, TX United States	X	
Roos, Jan	Gold River, CA 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

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:
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Lexipol, LLC
Frisco, 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.
2024156
PoliceOne Academy

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Lexipol Holding Company	Frisco, TX United States	X	
Nunan, Bill	Frisco, TX United States	X	
Mittal, Manu	Frisco, TX United States	X	
Roos, Jan	Gold River, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jan Roos, and my date of birth is [redacted].

My address is 2377 Gold Meadow Way (street), Gold River (city), CA (state), 95670 (zip code), USA (country).

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

Executed in Sacramento County, State of California, on the 19th day of March (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **29.**

Meeting Date: 04/09/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ49 Architect and Engineer Design Services for South San Gabrie River Trail Corridor for Facilities Management and Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Architect and Engineer Design Services for South San Gabriel River Trail Corridor, under #24RFSQ49. Funding source is P653.

Background

Williamson County is seeking a firm to plan, design and construct a shared-use path connecting River Ranch County Park to Garey Park in the City of Georgetown. The project will include all utilities, drainage, roadways, parking, landscaping and walkways to structures, landscaping associated with structures. The budgeted amount is $100,000.00. The funding source is P653 and the point of contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:46 PM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:39 AM
Form Started By: Johnny Grimaldo		Started On: 03/26/2024 03:04 PM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **30.**

Meeting Date: 04/09/2024

Authorize Issuing Advertisement for RFSCP #24RFCSP51 for Emergency Service Operations Center (ESOC) CRAC Unit for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for the Emergency Service Operations Center (ESOC) Computer Room Air Conditioning (CRAC) Unit, under RFCSP #24RFCSP51; designating Ramirez-Simon Engineering, LLC., as the Project Engineer, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria. The Funding Source is P609.

Background

Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for Emergency Service Operations Center (ESOC) Computer Room Air Conditioning (CRAC) Unit located at 911 Tracy Chambers Lane, Georgetown, Texas, with a substantial completion date of 365 days. County intends to add redundancy to HVAC system of the Data Center in a multi-phased project, with option 2 and 3 to be constructed based on funding availability. The project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, landscaping associated with structures. County intends to utilize the one-step selection process for this solicitation and award. The Funding Source is P609, approved for $328,279.00. Point of Contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:47 PM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:39 AM
Form Started By: Stacian Williams		Started On: 03/27/2024 11:29 AM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **31.**

Meeting Date: 04/09/2024

Approval of Contract for Construction Services with Falkenberg Construction Company, Inc., for the Construction of the Williamson County Medic 11 Hallway Door - Covered Walkway for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Construction Services #2024167 with Falkenberg Construction Company, Inc., for the Construction of the Williamson County Medic 11 Hallway Door - Covered Walkway for Facilities Management in the amount of $41,995.41, pursuant to Cooperative BuyBoard Contract #581-19, and authorize execution of the agreement.

Background

This Contract for Construction Services between Williamson County and Falkenberg Construction Company, Inc., relates to the construction of the Williamson County Medic 11 Hallway Door - Covered Walkway, located at 1781 East Old Settlers Blvd with substantial completion in 30 days. The proposal includes a detailed scope of work in the amount of $41,995.41. Funding Source is 01.0100.1082.004509. Point of contact is Christy Matoska, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction

Form 1295 - Falkenberg Construction Company, Inc.,

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:19 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:26 PM
Form Started By: Stacian Williams		Started On: 03/22/2024 03:43 PM
Final Approval Date: 04/03/2024		

DocuSign Envelope ID: 22B9E620-DBC4-4D3D-B645-0553C09EB2BE

CONTRACT FOR CONSTRUCTION
Cooperative Purchasing – BuyBoard – Contract Number 581-19

PROJECT: **Medic 11 Hallway Door-Covered Walkway** ("Project")

GENERAL CONTRACTOR: **Falkenberg Construction Co., Inc.** ("GC")
Kady Williams, Construction Manager
250 Cheatham St., Suite 2
San Marcos, TX 78666

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **Williamson County Medic 11 hallway door-covered walkway** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

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ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

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ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **thirty (30) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

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ARTICLE 4
THE CONTRACT SUM

4.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Forty-One Thousand Nine Hundred Ninety-Five and 41/100 Dollars ($41,995.41)**.

4.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Four Thousand One Hundred Ninety-Nine 54/100 Dollars ($ 4199.54)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1
Owner's Contingency is controlled solely by County.

4.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

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Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5
GC REPRESENTATIONS

5.1
In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5
Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

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5.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.
For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3
Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4
Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5
GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1
Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2
GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6
GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

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5.7
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9
The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County’s Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

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6.4 Architect/ Engineer.
County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Parks Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Falkenberg Construction Co., Inc.
Kady Williamson, Construction Manager
250 Cheatham St., Unit 2
San Marcos, TX 78666

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision,

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or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: **Kady Williams**
Project Superintendent: **Kady Williams**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: Falkenberg Construction Co., Inc.
250 Cheatham St., Suite 2
San Marcos, TX 78666

Attention: Kady Williams
Construction Manager

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

ARTICLE 9
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.
Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1
If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2
If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

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10.5 Other Provisions.

10.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **581-19**; and

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5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **581-19**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Falkenberg Construction Co.

DocuSigned by:
By: John E Castro
Signature 00B8142C0830456...

John E Castro
Printed Name

President
Title

Date Signed: March 21, 2024 | 07:36 CDT

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

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EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

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Project Address: 1781 East Old Settlers Blvd.

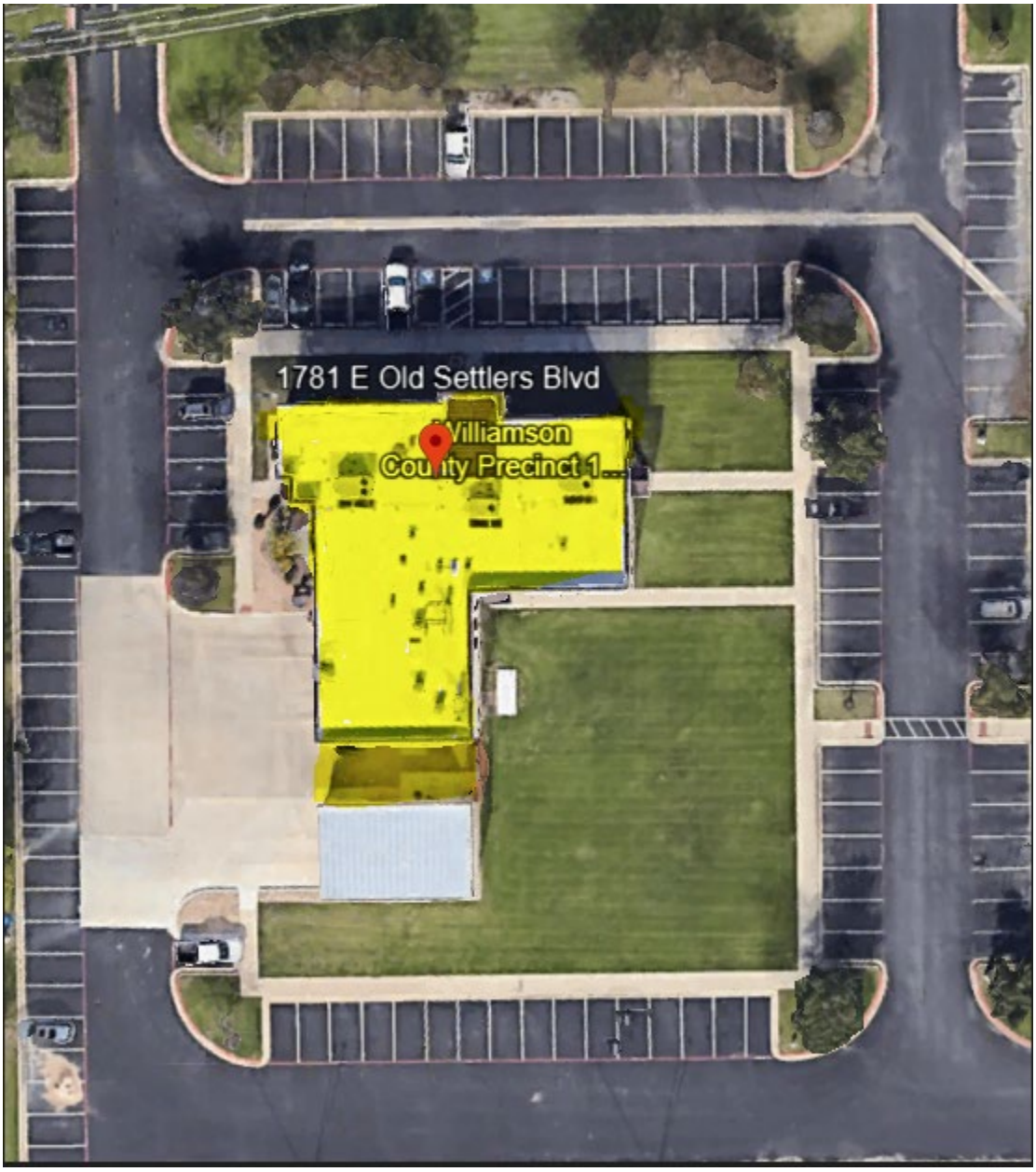
Create safe walkway between auxiliary ambulance garage and main garage. Also provide sound control between supply room and sleeping quarters.

Scope of Work:

Construct Free Standing 20' W X 25' L X 12' TO 10' T Canopy in Between Buildings
- Posts 4" X 1/4", Plateed to Existing Concrete Driveway, Hot Dip Galvanized
- Plates 12" X 12" X 1/2", 6 X 5/8" Holes for Anchoring Purposes
- Anchors 1/2" X 4" Titan Anchors, Galvanized
- Beams 4" X 6", Welded Caps on Both Ends, Welded to Posts, Hot Dip Galvanized
- ZEE Purlins 2-1/8" X 8" X 14ga, Welded to Beams, Galvanized
- Roof R-Panel, Light Stone in Color, Screwed to Purlins, 26ga
- Rake Trim, Tan in Color, 26ga, Screwed to Beams and Purlins
- Fascia Trim, Tan In Color, 26ga, Screwed to Beams
- All Roofing Screws to Be Color Matched
- Gutter With Downspout, 24ga, Screwed to Beam, and Strapped to Post

Cover & Protect as Required
Frame New Wall & Door Opening
Provide & Install New Frame, Door, & Standard Hardware
Install Insulation & Drywall
Tape, Float, & Texture to Match Existing Finishes
Paint Drywall to Match Existing Finishes
Paint New Door & Frame
Daily Cleaning
Final Cleaning

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Project Location

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EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

5. Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

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caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

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(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

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and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

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EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

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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.

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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

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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

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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.

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EXHIBIT D

UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

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and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

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is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

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2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

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2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

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administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

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.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

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3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

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3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

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award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

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Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

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be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

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3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

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3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2

The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

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3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

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the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

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3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

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areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

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DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

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will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

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4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

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referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

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Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

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effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

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6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

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6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

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8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

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8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

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a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

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A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

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8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

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8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

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ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

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a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

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Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

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Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

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condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

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9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

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9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

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10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

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the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

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.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

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policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

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person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

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11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

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11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

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11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

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ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

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of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

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13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

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codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

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13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

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13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

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portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

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.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

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such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

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ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

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.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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8/8/2022

Trenton Jacobs
County Architect

MEMO

To: Project Managers and Consultant Design Teams
From: Trenton Jacobs, County Architect
Re: WILCO Standard Paint Color Selections

To minimize complications with an ever-changing list of interior paint colors throughout the County, the Facilities Department shall direct consultant design teams to utilize the following pre-approved paint colors list:

SW 7019	Gauntlet Gray
SW 7067	Cityscape
SW 7074	Software
SW 7018	Dovetail
SW 6234	Uncertain Gray
SW 7017	Dorian Gray
SW 7016	Mindful Gray
SW 6218	Tradewind
SW 6254	Lazy Gray
SW 7064	Passive
SW 7667	Zircon
SW 6078	Realist Beige
SW 7527	Nantucket Dune
SW 6107	Nomadic Desert
SW 7038	Tony Taupe
SW 9117	Urban Jungle
SW 6081	Down Home

SW 7069 Iron Ore (Painted Door Frames)

Deviations from this list (for unique facility needs) may be requested in writing by the consultant design team.

WILLIAMSON COUNTY
(512) 943-1193 Cell (512) 966-9472
Trenton.Jacobs@wilco.org www.wilco.org
3101 SE Inner Loop
Georgetown, TX 78626

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX. 75050
1.214-324-4779 FALKENBERGCONSTRUCTION.COM

March 18, 2024

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: [redacted]

Reference: Medic 11 Canopy & Hallway Door

Contract No.: Buy Board 581-19

Attention: Daryl Mutz

We propose to furnish labor, material and equipment for the Medic 11 Canopy & Hallway Door project for the sum as follows:

Proposal Breakdown		
RS Means Cost		**$41,807.28**
Coefficient	**0.98**	**$836.15**
Sub Total		**$40,971.13**
Bond	**2.5%**	**$1,024.28**
PROPOSAL TOTAL		**$41,995.41**

Forty-One Thousand Nine Hundred Ninety-Five and 41/100 ---------- Dollars

I. Documents:

A. Drawing Numbers:

B. Specifications:

II. Scope of Work:

Construct Free Standing 20' W X 25' L X 12' TO 10' T Canopy in Between Buildings
- Posts 4" X 1/4", Plateed to Existing Concrete Driveway, Hot Dip Galvanized
- Plates 12" X 12" X 1/2", 6 X 5/8" Holes for Anchoring Purposes
- Anchors 1/2" X 4" Titan Anchors, Galvanized
- Beams 4" X 6", Welded Caps on Both Ends, Welded to Posts, Hot Dip Galvanized
- ZEE Purlins 2-1/8" X 8" X 14ga, Welded to Beams, Galvanized
- Roof R-Panel, Light Stone in Color, Screwed to Purlins, 26ga
- Rake Trim, Tan in Color, 26ga, Screwed to Beams and Purlins
- Fascia Trim, Tan In Color, 26ga, Screwed to Beams
- All Roofing Screws to Be Color Matched
- Gutter With Downspout, 24ga, Screwed to Beam, and Strapped to Post

Stamped Engineered Drawings ADD $4,500.00

Cover & Protect as Required
Frame New Wall & Door Opening
Provide & Install New Frame, Door, & Standard Hardware
Install Insulation & Drywall
Tape, Float, & Texture to Match Existing Finishes
Paint Drywall to Match Existing Finishes
Paint New Door & Frame
Daily Cleaning
Final Cleaning

III. Exclusions:

Sales tax, overtime, permit fees
Replacing existing conductors or conduit
Any Security or Data Electrical Work
Abatement of any type
Any work below slab
Any MEP Work
Concrete Work
Any Work to the Fire Suppression System
After Hours Work
Any work outside the SOW
Landscaping
SWPPP

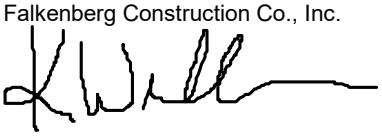
IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137176

Date Filed:
03/21/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, 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 Facilities Management

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.
534.24 R1
Medic 11 Canopy & Hallway Door

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Christopher	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Christopher Arnold, and my date of birth is [redacted]

My address is [redacted] (street), Grand Prairie (city), TX (state), 75050 (zip code), USA (country)

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

Executed in Dallas County, State of Texas, on the 21 day of March (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137176

Date Filed:
03/21/2024

Date Acknowledged:
03/22/2024

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

Falkenberg Construction Co., Inc.
Grand Prairie, 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 Facilities Management

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.

534.24 R1
Medic 11 Canopy & Hallway Door

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Christopher	Grand Prairie, 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 **32.**

Meeting Date: 04/09/2024

Approval of Contract for Construction for the Refurbishment of Holly Street - IT Overflow Warehouse with Aggieland Construction, LLC for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase and service contract #2024170 between Aggieland Construction, LLC and Williamson County for the Refurbishment of the Holly Street- IT Overflow Warehouse, 608 Holly Street, Georgetown, TX, in the amount of $97,470.00, pursuant to Choice Partners – Contract Number #21/039MR-01 and execution of the agreement. Funding Source is P639.

Background

This contract provides for the refurbishment of the Holly Street- IT Overflow Warehouse, 608 Holly Street, Georgetown, TX. The agreement is in the amount of Ninety-Seven Thousand Four Hundred Seventy Dollars ($97,470.00.) The Funding Source is P639 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form 1295 Aggieland Construction, LTD

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:03 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:25 AM
Form Started By: Johnny Grimaldo		Started On: 03/26/2024 03:04 PM
Final Approval Date: 04/04/2024		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Choice Partners – Contract Number #21/039MR-01)

PROJECT: **Holly Street - IT Overflow Warehouse** ("Project")

GENERAL CONTRACTOR: **Aggieland Construction, LLC** ("GC")
Britt Jones, CEO
PO Box 271
Wellborn, TX 77881

ARCHITECT & ENGINEER: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

ARTICLE 1
SCOPE OF WORK

County desires to retain a GC for the **refurbishment of Holly Street - IT Overflow Warehouse** (hereinafter called the "Project"). GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **One Hundred Twenty (120) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
THE CONTRACT SUM

4.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Ninety-Seven Thousand, Four Hundred Seventy Dollars ($ 97,470.)**.

4.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

4.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **narrow focus of repairs** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Nine Thousand Seven Hundred Forty-Seven Dollars ($ 9,747.)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

4.3.1
Owner's Contingency is controlled solely by County.

4.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

4.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

4.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Section 6.1** above, plus the Owner's Contingency (set out in **Section 4.3** above), shall serve as the original Contract price.

4.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

4.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

4.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 5
GC REPRESENTATIONS

5.1
In order to induce County to enter into this Contract, GC makes the following representations:

5.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/ Proposal Documents.

5.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

5.1.5
Based on the information and observations referred to in **Paragraph 5.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

5.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

5.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

5.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.2 Insurance and Bonds.
For all phases of the Project, GC and County shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

5.3
Upon execution of this Contract, GC shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

5.4
Prior to final payment, GC shall provide County with a Warranty Bond in the sum of **ten percent (10%)** of the Contract Sum for **twelve (12) months** from Substantial Completion of the Work. The form of bond shall be approved by County.

5.5
GC shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of GC. Prior to commencing any Work under this Contract, GC shall provide evidence of the following insurance coverages:

5.5.1
Prior to commencing any construction work, GC shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/ Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

5.5.2
GC shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

5.6
GC shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If GC fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from GC.

5.7
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as GC.

5.8
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by GC failing to purchase and maintain the insurance required by this Contract shall be paid by GC.

5.9
The cost of premiums for any additional insurance coverage desired by GC in excess of that required by this Contract or the Contract Documents shall be borne solely by GC out of its fees and not included as a Direct Construction Cost.

ARTICLE 6
COUNTY'S RESPONSIBILITIES

6.1 Information and Services Required of County.

6.1.1
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

6.1.2
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to GC's performance of the Work with reasonable promptness after receiving GC's written request for such information or services.

6.2 Legal Requirements.
County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet County's needs and interests.

6.3 County’s Designated Representative.
County shall identify a representative authorized to act on behalf of County with respect to the Project. County's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of GC. The term "Owner" means County or County's Designated Representative.

6.4 Architect/ Engineer.
County may retain an A/E to provide services, duties and responsibilities as described in the Professional Services Agreement between A/E and County.

ARTICLE 7
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Aggieland Construction, LLC.
Britt Jones, CEO
PO Box 271
Wellborn, TX 77881

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

GC's designated project execution team is as follows:

Project Manager: **Jeff Prescott**
Project Superintendent: **Mitch Isbell**

The Project Manager and Superintendent shall be assigned full-time to delivery of the Project upon commencement of the Construction phase. County shall have the right to terminate the Amended Contract, with no penalty to County, if the individuals named above are removed from their assignments or are assigned to simultaneous non-related projects without prior written acceptance by County.

ARTICLE 8
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

GC: Aggieland Construction, LLC
PO Box 271
Wellborn, TX 77881

Attention: Britt Jones
CEO

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

ARTICLE 9
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

9.1 Dispute Resolution.
Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

9.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the Contract Time shall be increased as provided in **UGC 14.3.2**.

9.3 Termination.
Subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

9.3.1
If County terminates this Contract, the amount payable to GC pursuant to **UGCs 14.2 and 14.4**.

9.3.2
If GC terminates this Contract, the amount payable to GC under **UGC 14.1.3**.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

10.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

10.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

10.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

10.5 Other Provisions.

10.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 11
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

11.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

11.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract # **21/039MR-01**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

11.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Contract between County and GC;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Cooperative Contract #**21/039MR-01**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 12
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Aggieland Construction, LLC

By: Britt Jones
Signature

BRITT JONES
Printed Name

CEO
Title

Date Signed: 3-20-2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Exhibit A

Scope of Work:

General Conditions:
• Supervision
• Dumpsters/Toilets
• Equipment
• Provide a Pod for temporary storage of existing furniture.
• Final Clean
• Insurance
• Bond

Existing Conditions:
• Demo
o Remove and dispose of everything inside of the building back to existing CMU and ceiling rafters
o Remove and dispose of 2 existing sliding doors and 1 walk through door
o Remove windows in demising wall.
o Remove and cap all water and sewer lines.
o Remove and cap existing gas line.
o Remove blocks and debris from existing picnic area.
• Sawcut
o Sawcut and remove existing asphalt to prepare for new paving.

Concrete:
• Provide and install approximately 2000 SF of 4” concrete cap over existing foundation.
o Concrete depth may vary in areas depending on how uneven the foundation is.
o Includes 3000 psi concrete
o Includes wire mesh
o Broom finish on all concrete
• Provide and install a 2’x51’ exterior support beam 2’ in depth under north side of foundation.
o Includes dowelling into existing foundation.
o Includes 2 #5 top and bottom bars with stirrups
o 3000 psi concrete
• Provide and install a 15’x51’ concrete drive on south side of building.
o Concrete to be 6” thick sloping to existing building foundation
o We include for a 5.12”x4.53”x50’ galvanized trench drain made by Greydock S1EGLVPCK-A
o Remove and cap all plumbing lines under driveway
o Provide expansion joint and dowel into existing foundation
o Includes all form work and #4 rebar 16” o.c.e.w.
o 3000 psi concrete broom finished

Masonry:
• Tuck point areas of CMU on NW corner of building.
• Infill old penetrations with mortar where gas, plumbing, and conduit were removed.

Gutters:
• Provide and install 100’ of 5” seamless gutters

Rough Carpentry:
• Provide and install wood framed opening to prepare for new coiled OHD.
• Provide and install ½” OSB plywood on approximately 2000 SF of existing ceiling rafters.
• Provide and install 100’ of hardy soffit with vent and fascia.

Openings:
• Provide and install (2) 10’x10’ coiled overhead doors in existing openings.
• OHD’s to have single phase H5011 Liftmaster operators.
• Provide and install one 3-0/7-0 HM door and frame in existing opening.
• Best lockset included with interchangeable core.
• Provide and install 1/8” thick plexiglass on the inside of existing frame and window, dimensions to be the full height and width of frame adhered with silicone. Includes all locations.
• Clean and wash windows

Finishes:
• Pressure wash interior and exterior walls of building.
• Paint all interior/exterior CMU walls. Owner to provide color.
• Paint plywood ceiling.

Electrical:
• Remove all existing panels, conduit, receptacles, switches and lights.
• Provide and install 20 new receptacles 42” AFF.
• Provide and install 12 new 2’x4’ LED lights surface mounted to plywood ceiling.
• Provide and install 3 new exterior LED lights that match adjacent building with photocells.
• Includes power for OHD’s.
• Includes all conduit and wiring.
• Includes 3 switches.
• Includes one new panel with disconnect.



Work to be performed in highlighted building.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

3. Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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2 OWNER
3 CONTRACTOR
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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136533

Date Filed:
03/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Aggieland Construction, LTD
College Station, 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.
IT Warehouse
Construction management for IT Warehouse

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

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

6 UNSWORN DECLARATION

My name is Brad Jones, and my date of birth is [redacted].

My address is PO Box 371 (street), Wellborn (city), TX (state), 77881 (zip code), US (country).

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

Executed in Brazos County, State of TX, on the 20 day of March (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136533

Date Filed:
03/20/2024

Date Acknowledged:
03/26/2024

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

Aggieland Construction, LTD
College Station, 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.

IT Warehouse
Construction management for IT Warehouse

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **33.**

Meeting Date: 04/09/2024

Approval of the Purchase and Service Agreement or the Central Maintenance Facility (CMF) HVAC Replacement with Texas AirSystems, LLC, for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase and Service Agreement #2024168, with Texas AirSystems, LLC., for the Central Maintenance Facility (CMF) HVAC replacement for Facilities Management in the amount of $59,080.00, pursuant to Cooperative Contract #TIPS 22010601, and authorize execution of the agreement.

Background

This Purchase and Service Agreement between Williamson County and Texas AirSystems, LLC., relates to the Central Maintenance Facility (CMF) HVAC replacement at 3151 SE Inner Loop, Georgetown, Tx 78626. Scope of Work which is detailed in the attached Quote being marked as Exhibit “A” includes, inter alia, Heat Pump and AHU Replacements and MAU Duct for 2 AHU’s above Mechanics offices. Funding Source is 01.0100.1026.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchase and Service Agreement

Form 1295 - Texas AirSystems, LLC.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:54 PM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:41 AM
Form Started By: Stacian Williams		Started On: 03/28/2024 03:44 PM
Final Approval Date: 04/04/2024		

WILLIAMSON COUNTY
PURCHASE AND SERVICE AGREEMENT
Texas AirSystems, 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 PURCHASE AND SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas AirSystems, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods and Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add goods and services in addition to those described in **Exhibit "A,"** such additional goods and services shall be described in a separate written amendment to this Agreement wherein the additional goods and services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods and 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 Agreement has been signed by both parties.

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

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Fifty-Nine Thousand and Eighty Dollars ($59,080.00).

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

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

IV.

FOB Point Inspection and Acceptance: The County or department receiving items pursuant to this Agreement shall inspect and accept only those items that are satisfactory to them and reject those items which are damages, or which do not conform to specifications. Delivery of all goods shall be Free on Board to final destination.

V.

Insurance: Service Provider 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	$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.

VI.

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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

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

IX.

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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Agreement.

XVI.

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.

XVII.

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.

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 Agreement. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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

A. As described in the attached Quote, and being marked **Exhibit "A"**;
B. Cooperative Purchasing Agreement (Tips Contract #22010601); 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 Agreement 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 Agreement.

XXIII.

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

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

WILLIAMSON COUNTY:

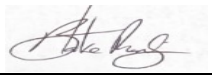
_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Texas Air Systems
Name of Service Provider


Authorized Signature

Blake Randig
Printed Name

Date: March 20, 2024

Exhibit "A"
Quote

Austin
1340 Airport Commerce Drive
Suite 450
Austin, Texas 78741
T: (512) 462-4777

QUOTED SERVICE

Date

3/20/2024

Prepared For:

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Project and Location

Williamson County CMF Building
3101 SE Inner Loop
Georgetown, TX 78626
Contact: Shantil Moore
Phone: 512-943-1599
Email: shantil.moore@wilco.org

Texas AirSystems is pleased to present you this proposal for your review and acceptance.

Scope of Work:

Asset	Procedures
Unit 5,7,11,12 Carrier	HEAT PUMP AND AHU REPLACEMENTS • Observe lockout/tagout procedures. • Remove Heatpumps units and ahu's. (5,7,11,12) • Furnish and install heat pumps and Ahu's with heat kits for (5,7,11,12) • Test system and document. MAU Duct for 2 AHU's above Mechanics offices • Install new galvanized spiral ductwork from MAU-1 to 2 Ahu's returns • Install manual balancing dampers as needed • Properly seal all new ductwork • Wrap all new ductwork with 2" duct wrap ** Electrical disconnect and reconnect is provided by others** ** Controls disconnect and reconnect is provided by others**

Exclusions:

- Taxes are not included and will be added to the quoted price unless a resale or tax exempt certificate is on file.
- Integrity of valves, disconnects, and switches.
- Extended vacuum or dehydration is not included extended times will be at time and material.
- Any work not specifically described above is not included in this proposal.
- All work to be performed during normal working hours Monday-Friday. No overtime and/or shift work is included.
- Pricing does not include payment/performance bonds.
- No Cutting Patching or Painting.
- Quote is valid for 30 days.

Quoted Amount

Customer agrees to pay **$59,080.00**, payable not including tax, to Texas AirSystems as the fee for services described in the Scope of Services section hereof.

Please reference Tips Contract#22010601. MSA approved on 12/6/2022

TACLA00029072C 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

QUOTE ACCEPTANCE:

PO is accepted in place of signature

Signature

Printed Name

Acceptance Date

TEXAS AIRSYSTEMS ACCEPTANCE:



Signature

Blake Randig
Telephone: 512.271.3040
Email: Blake.Randig@texasairsystems.com

3/20/2024

Acceptance Date

Texas AirSystems, LLC.
Terms and Conditions
Sale of Parts, Devices and Services

Company: The Company as used herein shall mean Texas AirSystems LLC.. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Payment for goods and services shall be govern by Chapter 2251 of the Texas Government Code.

Shipping dates: Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods.

Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, not withstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer.

Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause: Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250

This agreement is governed and construed in accordance with the laws of the State of Texas.

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured be the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, ; (972)-570-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1138859

Date Filed:
03/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas AirSystems
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.
4509
Replacement of 4 Heatpump Split Systems

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

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

6 UNSWORN DECLARATION

My name is Blake Randig, and my date of birth is [redacted].

My address is [redacted] (street), Taylor (city), Tx (state), 76574 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 26 day of March (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1138859

Date Filed:
03/26/2024

Date Acknowledged:
03/28/2024

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

Texas AirSystems
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.

4509
Replacement of 4 Heatpump Split Systems

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

Commissioners Court - Regular Session **34.**

Meeting Date: 04/09/2024

Approval of the Service Contract for the Installation of HVAC Control System at CJC with Automated Logic Contracting Services, Inc., for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service Contract, #2024176, with Automated Logic Contracting Services, Inc., for the Installation of HVAC Control System at CJC for Facilities Management in the amount of $41,650.00, pursuant to Cooperative Contract BuyBoard #720.23, and authorize execution of the agreement.

Background

This Service Contract between Williamson County and Automated Logic Contracting Services, Inc., relates to the Installation of HVAC Control System at CJC, an Automated Logic WebCTRL Building Automation System (BAS) for WILCO - Justice Center MAU Replacement, at 405 Martin Luther King Jr St, Georgetown, Tx 78626. Detailed Scope of Work is attached. Funding Source is 01.0100.1008.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form 1295 - Automated Logic Contracting Services, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:07 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:58 AM
Form Started By: Stacian Williams		Started On: 04/03/2024 09:53 AM
Final Approval Date: 04/04/2024		

WILLIAMSON COUNTY
SERVICE CONTRACT

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Forty-One Thousand Six Hundred and Fifty Dollars ($41,650.00).

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

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

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

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. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

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.

FOB Point Inspection and Acceptance: The County receiving items pursuant to this Contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Service Provider assumes the costs associated with such nonconformance. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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. Service Provider Proposal, and being marked **Exhibit "A"**;
B. BuyBoard Contract #720-23; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Automated Logic
_____
Name of Service Provider

Jose Vazquez
Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.03.28 16:22:10 -05'00'
_____
Authorized Signature

Jose Vazquez
_____
Printed Name

Date: March 28, 2024

Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.

Exhibit "A"
Quote/Proposal

BUILDING AUTOMATION SYSTEM PROPOSAL

WILCO - Justice Center MAU Replacement

AutomatedLogic

Prepared For:	ALL BIDDERS	**Date:**	3/4/2024
Attn:	ESTIMATE DEPT	**BidID:**	[redacted]
Project Info:	405 Martin Luther King Jr St Georgetown, TX 78626	**Prepared By:**	Jennifer Peterson | *Sales Account Executive* M: (512) 809-2685 jennifer.peterson@carrier.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated 03/23/23

Project Description:

Automated Logic is pleased to provide this proposal for an Automated Logic WebCTRL Building Automation System (BAS) for WILCO - Justice Center MAU Replacement per the scope listed below based on Engineering Solutions plans dated 6/21/2023. Automated Logic will provide all necessary hardware, software, project management, engineering, programming, graphics, installation, point-to-point, startup/checkout, training, and warranty for a complete, turnkey system.

Project Cost [Reference ALC Buy Board # 720-23]

Base Bid	$41,650.00

Scope of Work

MAU w/ HW & CHW (Typical of 2)

ALC will provide an ALC controller for direct control of the following points

- Fan Enable
- Fan Status - Via Air Switch
- Fan Speed – if available through equipment
- Damper Actuators
- Damper End Switch
- HW Coil Valve
- CHW Coil Valve
- Filter Status
- High/Low Pressure Switch
- Supply Air Temperature
- Supply Air Humidity
- After Cooling Coil Temperature
- Freeze stat



ALC will Furnish the control valve to be installed by the mechanical contractor.
ALC will provide the actuators for the dampers. Damper to be included with equipment.
ALC will provide all required end devices for the BAS sequences of operations.
ALC will wire the factory provided end devices - DAT sensor, flow meter, condensate overflow and low limit switch

Scope Clarifications & Exclusions

©Automated Logic 2023

Clarifications:

- Price does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work, unless specifically noted. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal.
- All cabling not in conduit will be plenum rated wire. Mechanical room wiring and cables will be installed in conduit.
- Division 26 shall supply 120 VAC power to all BAS control panels and any motorized butterfly valve.
- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.

- Provide (4) hours of onsite customer training.
- This proposal price is valid for (45) days
- Provide a (1) year warranty for the ALC furnished material and BAS.
- This proposal is based on the attached contract terms.
- Construction Prevailing Wage Notice – Automated Logic does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act and similar state statutes. Automated Logic's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Automated Logic will flow all construction prevailing wage requirements down to its subcontractors performing covered labor.

Exclusions:

- Liability for existing controls and equipment to remain.
- VFD's are to be provided and installed by others.
- Third party commissioning assistance unless mentioned above
- Power Wiring (120v)
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.

©Automated Logic 2023

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

Jennifer Peterson
Jennifer Peterson
Sales Account Executive
Automated Logic Contracting Services
Mobile: (512) 809-2685
jennifer.peterson@carrier.com
www.automatedlogic.com

PROCEED AS INDICATED:

AUTOMATED LOGIC CONTRACTING SERVICES

Jose Vazquez

Name

Jose Vazquez Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.03.28 16:18:53 -05'00'

Signature Date

Sales Manager

Title

CUSTOMER:

Customer Name

Signature Date

Title

Company Name

©Automated Logic 2023

TERMS AND CONDITIONS OF SALE
AUTOMATED LOGIC CONTRACTING SERVICES, INC.
Dated 03/23/23

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. Project down-payment required before commencement of work; $50,000 – $200,000 requires 30% / Above $200,000 requires 20% of the total contract amount. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

2. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than

equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. CLAIMS / ALC EMPLOYEES – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. ~~During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.~~

15. GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

~~19. CUSTOMER CONSENT~~ ~~– Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.~~

20. FOR WORK BEING PERFORMED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. ANTI-DISCRIMINATION POLICY – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.automatedlogic.com/en/company/work-for-us/.

23. PRICE ADJUSTMENTS – The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

24. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at https://www.automatedlogic.com/en/legal/privacy-notice/.

25. STATE CONTRACTOR LICENSE NUMBERS – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.automatedlogic.com/en/support/contractor-licenses.

26. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at https://www.automatedlogic.com/en/support/additional-terms which are incorporated herein, shall apply.

27. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/en/worldwide/saas-agreement/ which are incorporated herein, shall apply.

28. ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at

HTTPS://WWW.SHAREDDOCS.COM/HVAC/DOCS/1000/PUBLIC/04/WEBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022.PDF which are incorporated herein, shall apply.

29. REMOTE MONITORING –

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

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A HEALTHIER FUTURE
STARTS INDOORS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141287

Date Filed:
04/02/2024

Date Acknowledged:

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

Automated Logic Contracting Services, Inc.
Williamson County, 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.

CJC MAU Replacement 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.

FY2024
Building Automation and Control

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

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

6 UNSWORN DECLARATION

My name is Jose Vazquez, and my date of birth is [redacted].

My address is [redacted] (street), San Antonio (city), TX (state), 78216 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 2 day of April (month), 2024 (year).

Jose Vazquez

Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.04.02 10:37:19 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Automated Logic Contracting Services, Inc.
Williamson County, 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.

CJC MAU Replacement

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.

FY2024
Building Automation and Control

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **35.**

Meeting Date: 04/09/2024

Approval of the Service Contract for Installation of HVAC Control System at SO/JAIL with Automated Logic Contracting Services, Inc., for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service Contract, #2024177, with Automated Logic Contracting Services, Inc., for the Installation of HVAC Control System at SO/JAIL for Facilities Management in the amount of $54,665.00, pursuant to Cooperative Contract: BuyBoard #720.23, and authorize execution of the agreement.

Background

This Service Contract between Williamson County and Automated Logic Contracting Services, Inc., relates to the Installation of HVAC Control System at SO/JAIL, an Automated Logic WebCTRL Building Automation System (BAS) for WILCO - North Jail HVAC Upgrade, at 306 W 4th Street Georgetown, TX 78626-4906. Detailed Scope of Work is attached. Funding Source is 01.0100.1008.004509. Point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form 1295 - Automated Logic Contracting Services, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:10 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:59 AM
Form Started By: Stacian Williams		Started On: 04/03/2024 10:04 AM
Final Approval Date: 04/04/2024		

WILLIAMSON COUNTY
SERVICE CONTRACT

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Fifty-Four Thousand Six Hundred Sixty-Five Dollars ($54,665.00).

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

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

IV.

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

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability Bodily Injury by Accident	$500,000 Ea. Accident

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

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. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

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.

FOB Point Inspection and Acceptance: The County receiving items pursuant to this Contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Service Provider assumes the costs associated with such nonconformance. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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. Service Provider Proposal, and being marked **Exhibit "A"**;
B. BuyBoard Contract #720-23; and
C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Automated Logic

_____
Name of Service Provider

Jose Vazquez Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.03.28 16:27:44 -05'00'

_____
Authorized Signature

Jose Vazquez
_____
Printed Name

Date: March 28, 24

Notwithstanding anything to the contrary stated herein, the service provider retains ownership of its intellectual property and no license to service provider's intellectual property is granted except as necessary for the customer to use any deliverables and/or services provided hereunder.

Exhibit "A"
Quote/Proposal

BUILDING AUTOMATION SYSTEM PROPOSAL

AutomatedLogic

WILCO - North Jail HVAC Upgrade

Prepared For: ALL BIDDERS
Attn: ESTIMATE DEPT
Project Info: 306 W 4th St
Georgetown, TX 78626

Date: 3/4/2024
BidID: [redacted]
Prepared By: Jennifer Peterson | *Sales Account Executive*
M: (512) 809-2685
jennifer.peterson@carrier.com

Terms: This proposal is subject to the attached TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC. dated 03/23/23

Project Description:
Automated Logic is pleased to provide this proposal for an Automated Logic WebCTRL Building Automation System (BAS) for WILCO - North Jail HVAC Upgrade per the scope listed below. Automated Logic will provide all necessary hardware, software, project management, engineering, programming, graphics, installation, point-to-point, startup/checkout, training, and warranty for a complete, turnkey system.

Project Cost [Reference ALC Buy Board # 720-23]

Base Bid	$54,665.00

Scope of Work

Outside Air Control 1st Floor (Typical of 2)
ALC direct monitor/control of the following points wired back to existing AHU controller

- Outside Air Fan S/S
- Outside Air Fan Status - via air switch
- Outside Air Fan Speed - if available
- Outside Air Damper Actuator
  - Damper [28x122]
- Damper End Switch
- Duct Heater – Excluded if Heater is added in AAON unit since AAON will control independently.
- Filter Switch
- Supply Air Temperature

Outside Air Control Floors 2 & 3 (Typical of 8)
ALC direct monitor/control of the following points wired back to existing AHU controller

- Outside Air Fan S/S
- Outside Air Fan Status - via air switch
- Outside Air Fan Speed - if available
- Outside Air Damper Actuator
  - Damper [18x18]
- Damper End Switch
- Duct Heater – 2 stages if available
- Filter Switch
- Supply Air Temperature

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A HEALTHIER FUTURE STARTS INDOORS

Scope Clarifications & Exclusions

Clarifications:

- ALC will provide Motorized Dampers, to be installed by mechanical contractor.
- Price does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work, unless specifically noted. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal.
- All cabling not in conduit will be plenum rated wire. Mechanical room wiring and cables will be installed in conduit.
- ALC will furnish installation labor, wiring, programming/graphics, and check out for the Building Control and Automation System.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Provide (4) hours of onsite customer training.
- This proposal price is valid for (45) days
- Provide a (1) year warranty for the ALC furnished material and BAS.
- This proposal is based on labor during normal business hours.
- This proposal is based on the attached contract terms.
- Construction Prevailing Wage Notice – Automated Logic does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act and similar state statutes. Automated Logic's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Automated Logic will flow all construction prevailing wage requirements down to its subcontractors performing covered labor.

Exclusions:

- Liability for existing controls and equipment to remain.
- VFD's are to be provided and installed by others.
- Startup and commissioning of third-party controls and/or equipment
- Third party commissioning assistance unless mentioned above
- Power Wiring (120v)
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.

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BUILDING AUTOMATION SYSTEM PROPOSAL

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Sincerely,

Jennifer Peterson
Jennifer Peterson
Sales Account Executive
Automated Logic Contracting Services
Mobile: (512) 809-2685
jennifer.peterson@carrier.com
www.automatedlogic.com

PROCEED AS INDICATED:

AUTOMATED LOGIC CONTRACTING SERVICES

Jose Vazquez

Name

Jose Vazquez

Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.03.28 16:24:38 -05'00'

Signature Date

Sales Manager

Title

CUSTOMER:

Customer Name

Signature Date

Title

Company Name

©Automated Logic 2023

TERMS AND CONDITIONS OF SALE
AUTOMATED LOGIC CONTRACTING SERVICES, INC.
Dated 03/23/23

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered. Project down-payment required before commencement of work; $50,000 - $200,000 requires 30% / Above $200,000 requires 20% of the total contract amount. All past due invoices will accrue interest at the lesser of 1% (one percent) per month or the maximum amount allowable by law.

2. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises.

Certain exclusions apply to services where Automated Logic is providing covered repair labor and material cost under this agreement. Those exclusions regarding covered repair labor and material cost services include service calls due to failures resulting from Force Majeure Events (see Section 6 below), abuse or misuse of equipment, willful damage of equipment, alterations, modifications, and/or any damages as a result of negligence by others. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. SHIPMENT/PARTIAL SHIPMENT/RETURNS – All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. DELAYS – Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. WARRANTY – Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. WORKING HOURS – All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. CHANGE ORDERS/ADDITIONAL WORK – Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. LIMITATION OF LIABILITY – Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or

consequential damages, including loss of revenue, loss of profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. AUTOMATED LOGIC TERMINATION – Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. CLAIMS / ALC EMPLOYEES – Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Automated Logic shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute. The Customer acknowledges that Automated Logic's employees are valuable assets to Automated Logic. ~~During the Term of this Agreement or one hundred eighty (180) days from the effective date, whichever is greater, if Customer hires an Automated Logic employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay Automated Logic an amount equal to twelve (12) months' salary for such employee, and 2) reimburse Automated Logic for all costs associated with any training Automated Logic provided to such employee.~~

15. GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION – This Agreement contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

~~19. CUSTOMER CONSENT~~ ~~– Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.~~

20. FOR WORK BEING PERFORMED IN CALIFORNIA – Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. ANTI-DISCRIMINATION POLICY – The Automated Logic Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.automatedlogic.com/en/company/work-for-us/.

23. PRICE ADJUSTMENTS – The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Seller to Customer.

24. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement. Automated Logic processes personal data as described in our privacy notices at https://www.automatedlogic.com/en/legal/privacy-notice/.

25. STATE CONTRACTOR LICENSE NUMBERS – A list of Automated Logic's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: https://www.automatedlogic.com/en/support/contractor-licenses.

26. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry as a manufacturer, distributor, or otherwise in the United States, the additional terms and conditions available at https://www.automatedlogic.com/en/support/additional-terms which are incorporated herein, shall apply.

27. ADDITIONAL TERMS AND CONDITIONS – ABOUND – If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at https://abound.carrier.com/en/worldwide/saas-agreement/ which are incorporated herein, shall apply.

28. ADDITIONAL TERMS AND CONDITIONS – WEBCTRL CLOUD – If this Agreement includes a subscription to the WebCTRL Cloud platform, then the additional terms and conditions of the WebCTRL Master SaaS Subscription Agreement available at HTTPS://WWW.SHAREDDOCS.COM/HVAC/DOCS/1000/PUBLIC/04/WEBCTRL_MASTER_SAAS_AGREEMENT_DIRECT_09232022.PDF which are incorporated herein, shall apply.

29. REMOTE MONITORING –

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 28(a).

(c) DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Automated Logic, and (iii) avoid intentional action to disable, turn off, or remove the data collection hardware or software without Automated Logic's express written consent, which consent shall not be unreasonably withheld.

(d) DATA SAFEGUARDS - Automated Logic processes personal data as described in our privacy notice at Carrier.com. The parties will comply with applicable data privacy laws governing personal data processed in connection with this Agreement, including the California Consumer Privacy Act (CCPA) and the European General Data Protection Regulation (GDPR), and take all reasonable commercial and legal steps to protect personal data. If Customer provides Automated Logic with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Automated Logic. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

©Automated Logic 2023

A HEALTHIER FUTURE
STARTS INDOORS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141289

Date Filed:
04/02/2024

Date Acknowledged:

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

Automated Logic Contracting Services, Inc.
Williamson County, 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.

Jail North HVAC Upgrade 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.

FY2024
Building Automation and Control

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

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

6 UNSWORN DECLARATION

My name is Jose Vazquez, and my date of birth is [redacted].

My address is [redacted] (street), San Antonio (city), TX (state), 78216 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 2 day of April, 20 24.
(month) (year)

Jose Vazquez
Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2024.04.02 10:44:01 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141289

Date Filed:
04/02/2024

Date Acknowledged:
04/03/2024

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

Automated Logic Contracting Services, Inc.
Williamson County, 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.

Jail North HVAC Upgrade

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.

FY2024
Building Automation and Control

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **36.**

Meeting Date: 04/09/2024

Authorize Issuing Advertisement for RFP #24IFB50 General Roadway Cast-in-Place Concrete for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB General Roadway Cast-in-Place Concrete, under IFB #24IFB50.

Background

Williamson County is seeking qualified companies to provide general roadway cast-in-place concrete work (material and labor) in accordance with Items 421, 423, 432, 465, 466, 467, 496, 529, and 531 of the Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. We are anticipating selecting one firm for this work. The Estimated Budget is $550,000.00. The funding source is 01.0200.0210.003597 and 01.0200.0210.003599 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/03/2024 04:16 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:25 PM
Form Started By: Fernando Ramirez		Started On: 03/22/2024 12:45 PM
Final Approval Date: 04/03/2024		

Commissioners Court - Regular Session **37.**

Meeting Date: 04/09/2024

Approval of Rental Agreement for Two (2) Dump Truck Rentals at Central Maintenance Facility with Herc Rental for Road and Bridge Department

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 Contract #2024166, the rental and delivery of 2 Dump Trucks to the Central Maintenance Facility to the Road and Bridge Department, in the amount of $43,160.00 utilizing Omnia cooperative contract 2019000318 and authorize execution of the Rental Agreement with Herc Rentals.

Background

Williamson County Road and Bridge Department's purpose of the truck rentals is to supplement our hauling capacity in order to meet production rates for their resurfacing program. R&B will continue to use their own equipment. However, due to truck breakdowns and material delivery needs, the use of Dump Truck rentals from Herc Rentals is essential to maintaining prep work schedule. The funding source is 01.0200.0210.004620 for $43,160.00 and Jenifer Favreau is the point of contact for this project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - Herc Rentals

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 09:29 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:03 AM
Form Started By: Fernando Ramirez		Started On: 04/02/2024 11:07 AM
Final Approval Date: 04/04/2024		

WILLIAMSON COUNTY
RENTAL AGREEMENT
HERC RENTALS INC.

Important Notice: County Purchase Orders and Agreements 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 RENTAL AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Herc Rentals Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The Vendor agrees to lease the equipment described herein to the County pursuant to the following terms, conditions, and restrictions:

I.

Equipment: Vendor shall provide County the equipment described in the attached Quote being marked as **Exhibit "A."**

Should the County choose to rent goods/equipment in addition to those described in **Exhibit "A"**, such additional goods/equipment shall be described in a separate written amendment to this Agreement wherein the additional goods/equipment shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not lease any additional goods/equipment and the County shall not be obligated to pay for any additional goods/equipment unless a written amendment to this Agreement has been signed by both parties.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below. The Vendor agrees to lease the equipment, described in **Exhibit "A",** for a term beginning on the Effective Date and ending Sixteen (16) Weeks from the Effective Date.

III.

Consideration and Compensation: County shall pay Vendor for the equipment in the amount set out in **Exhibit "A."** Payment for the goods/equipment 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 agreement; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XIII.

No Assignment: Vendor may not assign this Agreement.

XIV.

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

XV.

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

XVI.

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

A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated herein; and
B. The cooperative purchasing contract (Omnia Contract 2019000318).

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement 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 Agreement.

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20_____

VENDOR:

Herc Rentals Inc.
Name of Vendor


Authorized Signature

Jason Oosterbeek
Printed Name

Date: March 29, 20 24

Exhibit “A”
Quote

HercRentals™

Website: www.hercrentals.com
Phone: 800-654-6659

Date: 3/6/2024

Sales Rep: **Dustin Hicks**
E-mail: dustin.hicks@hercrentals.com
Office #:
Cell #: 562-233-7854
Fax #:

Branch #: 9747
Branch Name: Herc Austin
Address: 14701 s I-35 Frontage Rd
Buda, TX 78610
Phone#: 562-233-7854
Fax#:

Customer Information		Job Site Information	
Name:	**Williamson County Road & Bridge**	Name:	
Contact:	Gary Theone	Contact:	
Address:		Address:	
City, ST, Zip:		City,ST,Zip:	
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

Enter 7 Digit Cat Class With Dash For Description (XXX-XXXX)

Quantity	Cat Class	Description	Rental Rates Day	Rental Rates Week	Rental Rates 4 Week	Rental Term	Rental Type	Estimated Total
2	659-6210	TRUCK DUMP DSL 12-14 YD AUTO	$740	$2,360	$5,395	4	4W	$43160.00

Sub Total		$43,160.00
Transportation		$0.00
Labor-Install		$0.00
Labor-Removal		$0.00
VLF	N	$0.00
Rental Protection Plan	N	Declined
Emissions & Env. (EES)	N	$0.00
Additional 1		$0.00
Additional 2		$0.00
Additional 3		$0.00
Additional 4		$0.00
Estimated Total Less Taxes*		**$43,160.00**

Rates Valid Through:

*Additional Taxes May Apply & Vary By State & Locations

Comments:

MIL CHG : .25 Omnia contract 2019000318

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140504

Date Filed:
03/29/2024

Date Acknowledged:
04/02/2024

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

Herc Rentals Inc.
Bonita Springs, FL 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.

2024166
Dump Truck Rentals

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1140504

Date Filed:
03/29/2024

Date Acknowledged:

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

Herc Rentals Inc.
Bonita Springs, FL 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.

2024166
Dump Truck Rentals

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

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

6 UNSWORN DECLARATION

My name is Jason Oosterbeek, and my date of birth is [redacted].

My address is [redacted] (street), , Bonita Springs (city), FL (state), 34134 (zip code), US (country).

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

Executed in Lee County, State of FL, on the 29 day of March (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **38.**

Meeting Date: 04/09/2024

CK Newberry 23IFB22 CO1 CR Seal Coat FY23

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB22 for CK Newberry LLC in the amount of $75,619.75 for County Road Seal Coat FY23. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $2,079,103.00. With the addition of this Change Order in the amount of $75,619.75, the final contract amount will be $2,154,722.75.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CK Newberry 23IFB22 CO1 CR Seal Coat FY23

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/03/2024 03:30 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:27 PM
Form Started By: Vicky Edwards		Started On: 04/03/2024 03:21 PM
Final Approval Date: 04/03/2024		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **CK Newberry LLC**

2. Change Order Work Limits: Sta. **n/a** to Sta. **n/a**

3. Type of Change(on federal-aid non-exempt projects): _____ (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***23IFB22***
Roadway:	***CR Seal Coat FY 23***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**
7. New or revised plan sheet(s) are attached and numbered: **n/a**
8. New general notes to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item n/a No. n/a, Special Specification Item n/a are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 4/1/2024

By Carter Hill

Typed/Printed Name Carter Hill

Typed/Printed Title Admin Manager

The following information must be provided

Time Ext. #: **n/a** Days added on this CO: **0**

Amount added by this change order: **$75,619.75**

RECOMMENDED FOR EXECUTION:

4/2/24
Project Manager / Construction Observer Date

04/02/24
Design Engineer Date

4/2/24
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

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: 1 ***Project # 23IFB22***

CR Seal Coat FY 23

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	**DESCRIPTION**	**UNIT**	**UNIT PRICE**	**QUANTITY**	**ITEM COST**	**QUANTITY**	**ITEM COST**	**OVERRUN/ UNDERRUN**
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$116.50	5366	$625,139.00	6,375	$742,687.50	**$117,548.50**
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.80	308500	$1,172,300.00	297,020	$1,128,676.00	**($43,624.00)**
500-6001	MOBILIZATION	LS	$200,000.00	1	$200,000.00	1	$200,000.00	**$0.00**
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$15,000.00	2	$30,000.00	2	$30,000.00	**$0.00**
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$2.00	1167	$2,334.00	0	$0.00	**($2,334.00)**
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$17.00	40	$680.00	42	$714.00	**$34.00**
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.30	39092	$11,727.60	23,001	$6,900.30	**($4,827.30)**
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$5.50	40	$220.00	42	$231.00	**$11.00**
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.30	23340	$7,002.00	44,032	$13,209.60	**$6,207.60**
666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	$0.45	39092	$17,591.40	23,001	$10,350.45	**($7,240.95)**
666-6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090MIL)	LF	$0.45	23340	$10,503.00	44,032	$19,814.40	**$9,311.40**
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.50	292	$1,606.00	389	$2,139.50	**$533.50**
The "Totals" from Table B of the previous work sheet:					**$0.00**		**$0.00**	**$0.00**
TOTALS					**$2,079,103.00**		**$2,154,722.75**	**$75,619.75**

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **39.**

Meeting Date: 04/09/2024

Doucet 24RFSQ8 WA1 On Call Development Svcs Assistance

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $50,000.00 to expire on March 31, 2026 under Williamson County Contract for Engineering Services between Doucet & Associates, Inc. and Williamson County dated March 5, 2024 for On Call Development Services Assistance. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doucet 24RFSQ8 WA1 On Call Development Svcs Assistance

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/03/2024 09:15 AM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:24 AM
Form Started By: Vicky Edwards		Started On: 04/03/2024 08:55 AM
Final Approval Date: 04/03/2024		

WORK AUTHORIZATION NO. 1

PROJECT: On Call Development Services Assistance

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 5, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Doucet & Associates, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.00.**

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

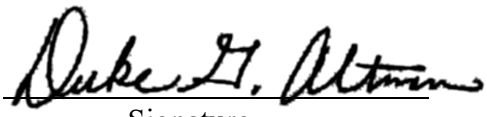
Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **March 31, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED _____

ENGINEER:	COUNTY:
Doucet & Associates, Inc.	Williamson County, Texas
By: 	By: _____
Signature	Signature
Duke Altman	Bill Gravell, Jr.
Printed Name	Printed Name
Director - Public Works & Water Resources	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Engineer

Provide on call assistance to Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, general drainage engineering support.

Attachment C - Work Schedule

Doucet & Associates, Inc. will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
DoucetEngineers.com

Schedule A

Doucet Fee Schedule (2023)

Personnel	Hourly Fee	Personnel	Hourly Fee
Principal Engineer (PE)	$295.00	Principal Surveyor (RPLS)	$290.00
Senior Project Manager	$275.00	Project Manager (RPLS)	$245.00
Project Manager	$230.00	Project Surveyor	$165.00
Senior Project Engineer (PE)	$215.00	Survey Specialist	$150.00
Project Engineer III	$195.00	Survey Technician	$125.00
Project Engineer II	$185.00		
Project Engineer I	$170.00	GIS Specialist	$155.00
Engineer Associate III	$160.00	GIS Technician	$125.00
Engineer Associate II	$150.00	LiDAR Specialist	$150.00
Engineer Associate I	$135.00	LiDAR Technician	$120.00
		Aerial Mapping Specialist	$150.00
Sr. Construction Manager	$180.00	Aerial Mapping Technician	$120.00
Sr. Construction Inspector	$170.00	Utility Specialist	$145.00
Construction Manager	$125.00	Utility Technician	$115.00
Construction Inspector	$115.00		
		Field Coordinator	$165.00
Sr. Civil Technician	$165.00	Field Specialist	$130.00
Civil Technician	$145.00	Crew of 1	$130.00
Assistant Civil Technician	$130.00	Crew of 2	$170.00
		Crew of 3	$230.00
Senior Planner (AICP)	$210.00		
Project Planner	$160.00	Environmental Project Manager	$200.00
Project Technical Lead	$165.00	Environmental Specialist	$145.00
Staff Planner	$140.00	Environmental Technician	$120.00
Planning Technician	$120.00	Project Archaeologist	$165.00
Project Coordinator	$135.00	Division Administrator	$125.00
Sr. Operations Assistant	$120.00	LiDAR Scanner	$120.00
Engineering Intern	$90.00	Drone	$675.00
Operations Assistant	$85.00	Ground Targets	$35/ea.
		Concrete Monuments	$290/ea.
Expert Witness	$550.00	ATV/Boat/Sonar	
		Mileage	per current IRS rate

Doucet reserves the right to periodically adjust our fee schedule. *DA 2023A*

Commissioners Court - Regular Session **40.**

Meeting Date: 04/09/2024

Diamond 24RFSQ13 WA1 On Call Land 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 Work Authorization No 1 in the amount of $25,000.00 to expire on March 31, 2026 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA1 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/03/2024 02:20 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 03:17 PM
Form Started By: Vicky Edwards		Started On: 04/03/2024 01:49 PM
Final Approval Date: 04/03/2024		

WORK AUTHORIZATION NO. 1
PROJECT: On Call Land Surveying Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 **$25,000.00**.

Part 3. Payment to the Surveyor 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 **March 31, 2026**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED _____

SURVEYOR:	COUNTY:
Diamond Surveying, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Shane Shafer	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

Diamond Surveying, Inc. will perform field and office work to provide on call surveying services as needed.

Attachment C - Work Schedule

Diamond Surveying, Inc. will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

EXHIBIT 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.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2024, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$170.00 per hour
Project Manager	$150.00 per hour
Project Surveyor	$115.00 per hour
Senior CADD Technician	$135.00 per hour

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	$130.00 per hour
2-Man Field Party	$170.00 per hour
3-Man Field Party	$200.00 per hour

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Commissioners Court - Regular Session **41.**

Meeting Date: 04/09/2024

Alliance Transportation 2576 WA2 SA4 On Call Traffic Engr Svcs

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 4 to Work Authorization No 2 under Williamson County Contract between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $200,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Transportation 2576 WA2 SA4 On Call Traffic Engr Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/26/2024 09:52 AM
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:44 AM
Form Started By: Vicky Edwards		Started On: 03/26/2024 09:26 AM
Final Approval Date: 04/02/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. __4_
TO
WORK AUTHORIZATION NO. __2__

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

This Supplemental Work Authorization No. _4__ to Work Authorization No. _2___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __2__ dated effective February 9, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $175,000.00 to $200,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Jack E Shick Jr Digitally signed by Jack E Shick Jr DN: C=US, E=jshick@emailatg.com, O=ATG | DCCM, CN=Jack E Shick Jr Date: 2024.03.25 17:08:52-05'00'	By:
Signature	Signature
Jack E. Shick Jr., P.E., PTOE	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President, Director of Engineering	Williamson County Judge
Title	Title
3/25/2024	
Date	Date

Attachment C - Work Schedule

Alliance Transportation Group, LLC will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **42.**

Meeting Date: 04/09/2024

Revised 2023 Road Bond Allocation

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the revised 2023 Road Bond Allocation. On 3/19/2024, the court approved the 2023 Road Bond Allocation, item 75. This allocation has now been revised.

Background

On 3/19/2024, the Court approved the 2023 Road Bond Allocation (item 75). The allocation has now been revised to include 3 new project numbers (P693, P694 and P695) which replace P372, P359 and P362 in the 2023 Road Bond Program. Only the project numbers have been revised, no changes were made to the project allocations. The project limits on East Wilco Highway and CR 110 were adjusted in the 2023 Road Bond program and no longer precisely match the Corridor study limits of the original project numbers. We are recommending creating new projects instead of utilizing P372, P359 and P362, and thus, P693 (East Wilco Highway - Chandler Road to SH 29), P694 (East Wilco Highway - SH 29 to FM 971), and P695 (CR 110 - North of CR 111 to Patriot Way) have been created to match the current project limits.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Road Bond Budget Revised

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:04 AM
Form Started By: Tomika Lynce		Started On: 04/03/2024 08:37 AM
Final Approval Date: 04/04/2024		

2023 ROAD BOND PROJECT LIST

REVISION DATE: 4/1/24

$ 825,000,000.00

2023 BOND PROJECT NUMBER	Audit P#	PROJECT NAME	PROJECT LIMITS		PROPOSED NOV 2023 BOND BUDGET
			FROM	TO	
1.1	P340	PARMER LANE AT SH 45 INTERCHANGE	PARMER LANE	SH 45	**$5.0M**
1.2	P338	ROBINSON RANCH ROAD (RM 620 EXTENSION)	SH 45/RM 620	McNEIL RD	**$57.0M**
1.3	P656	SCHULTZ LANE (ROUND ROCK AND PFLUGERVILLE)	LOUIS HENNA	NEW MEISTER	**$3.0M**
1.4	P657	RED BUD LANE (ROUND ROCK)	GATTIS SCHOOL ROAD	HEATHERWILDE BOULEVARD	**$8.0M**
1.5	P658	DEEPWOOD DRIVE (ROUND ROCK)	RM 620	SAM BASS RD	**$11.2M**
1.6	P659	EAGLES NEST STREET (ROUND ROCK)	CHISHOLM TRAIL	CYPRESS BLVD	**$22.4M**
					$106.6M
2.1	P348	WHITESTONE BOULEVARD WIDENING (CEDAR PARK)	WEST OF ANDERSON MILL RD	BAGDAD RD	**$2.0M**
2.2	P660	RM 1431 AT 183A INTERSECTION	RM 1431	183A	**$7.4M**
2.3	P661	CRYSTAL FALLS PARKWAY (LEANDER)	RONALD REAGAN BOULEVARD	CR 175	**$7.9M**
2.4	P363	CR 175	SOUTH OF CREEK MEADOW COVE	RM 2243	**$27.0M**
2.5	P342	BAGDAD ROAD (LEANDER) CR 279	NORTH OF SAN GABRIEL PARKWAY	CR 281/LEANDER CITY LIMITS	**$14.3M**

2023 ROAD BOND PROJECT LIST

REVISION DATE: 4/1/24

$ 825,000,000.00

2023 BOND PROJECT NUMBER	Audit P#	PROJECT NAME	PROJECT LIMITS		PROPOSED NOV 2023 BOND BUDGET
			FROM	TO	
2.6a	P662	LIBERTY HILL BYPASS WEST ~~SEGMENT 1~~	SH 29 (WEST OF LIBERTY HILL HIGH SCHOOL)	RM 1869	**$52.0M**
2.6b	P663	LIBERTY HILL BYPASS EAST ~~SEGMENT 3~~	BAGDAD ROAD (CR 279)	SH 29	**$34.5M**
2.7	P664	KAUFFMAN LOOP (LEANDER)	SH 29	NORTH TERMINUS OF KAUFFMAN LOOP	**$2.6M**
2.8	P598	SEWARD JUNCTION LOOP NORTH	SH 29/CR 260 INTERSECTION	SH 29/CR 213 INTERSECTION	**$26.0M**
2.9	P665	CR 258	SEWARD JUNCTION LOOP	CR 258 EXTENSION	**$2.5M**
2.10	P345	CR 214 EXTENSION TO 183	END OF CR 214	US 183	**$23.0M**
					$199.2M
3.1	P666	TORO GRANDE BOULEVARD (CEDAR PARK)	PARMER LN	NEW HOPE DR	**$10.5M**
3.2	P667	WYOMING SPRINGS DRIVE (ROUND ROCK)	END OF WYOMING SPRINGS/BEHRENS RANCH	RM 1431	**$37.0M**
3.3	P668	IH 35 AT INNER LOOP INTERCHANGE (GEORGETOWN)	0.5 MILE NORTH OF INNER LOOP	0.5 MILE SOUTH OF INNER LOOP	**$10.0M**
3.4	P669	SE INNER LOOP (GEORGETOWN)	FM 1460	NORTH OF SH 29	**$25.6M**
3.5	P670	FM 971 (GEORGETOWN)	GANN ST	SH 130	**$4.2M**

2023 ROAD BOND PROJECT LIST

REVISION DATE: 4/1/24

$ 825,000,000.00

2023 BOND PROJECT NUMBER	Audit P#	PROJECT NAME	PROJECT LIMITS		PROPOSED NOV 2023 BOND BUDGET
			FROM	TO	
3.6	P671	RONALD REAGAN BOULEVARD SEGMENT C1	FM 3405	CR 289	**$21.0M**
3.6	P672	RONALD REAGAN BOULEVARD SEGMENT C2	CR 289	RM 2338	**$29.0M**
3.6	P673	RONALD REAGAN BOULEVARD SEGMENT D1	RM 2338	CR 245	**$36.5M**
3.6	P674	RONALD REAGAN BOULEVARD SEGMENT D2	CR 245	SUN CITY BLVD	**$27.5M**
3.7	P675	SH 195 AT RONALD REAGAN BOULEVARD	SH 195	RONALD REAGAN BOULEVARD	**$13.5M**
3.8	P676	WEST MAIN STREET (FLORENCE)	S PATTERSON	CR 226	**$4.0M**
					$218.8M
4.1	P677	CR 138	SH130 NB FR RD	EAST OF DERBY DAY AVE	**$4.0M**
4.2	P678	CR 458	TRAVIS COUNTY LINE	SH 95	**$10.0M**
4.3	P679	CR 460 (COUPLAND)	AT FUTURE SCHOOL	-	**$1.9M**
4.4	P680	CORRIDOR A2 SEGMENT 1	FM 973	CR 406	**$20.5M**
4.4	P681	CORRRIDOR A2 SEGMENT 2	CR 406	SH 95	**$9.0M**

2023 ROAD BOND PROJECT LIST

REVISION DATE: 4/1/24

$ 825,000,000.00

2023 BOND PROJECT NUMBER	Audit P#	PROJECT NAME	PROJECT LIMITS		PROPOSED NOV 2023 BOND BUDGET
			FROM	TO	
4.5	P682	CR 123	AT BRUSHY CREEK	-	**$9.5M**
4.6a	P392	EAST WILCO HIGHWAY SEGMENT 2	CR 137	CR 404	**$80.0M**
4.6b	P693	EAST WILCO HIGHWAY SEGMENT 5	CHANDLER ROAD (CORRIDOR B2)	SH 29	**$87.0M**
4.6b	P694	EAST WILCO HIGHWAY SEGMENT 6 (HUTTO, TAYLOR, GEORGETOWN)	SH 29	FM 971	**$9.5M**
4.7	P683	CHANDLER ROAD AT FM 1660	WEST OF FM 1660	EAST OF FM 1660	**$20.0M**
4.8	P684	KENNEY FORT BOULEVARD (ROUND ROCK)	OLD SETTLERS BLVD	UNIVERSITY BLVD	**$10.0M**
4.9	P695	CR 110	CR 111	PATRIOT WAY/SAM HOUSTON AVENUE	**$9.0M**
4.10	P685	SONTERRA BOULEVARD (JARRELL)	AT NB IH-35 FRONTAGE ROAD	-	**$1.0M**
4.11	P686	CR 305	IH 35	CR 307 INCLUDING INTERSECTION (MODIFIED LIMITS)	**$20.0M**
4.12	P687	SALT LAKE, BROOK, FRONT STREET (BARTLETT)	WITHIN CITY LIMITS		**$4.0M**
4.13	P688	FM 971 (GRANGER)	AT FUTURE SCHOOL		**$3.5M**
4.14	P689	NORTH BARKER STREET (THRALL)	CR 424	EAST END OF N & S BARKER STREETS	**$1.5M**
					$300.4M
				TOTAL	**$825,000,000.0**

Commissioners Court - Regular Session **43.**

Meeting Date: 04/09/2024

Revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 1) – 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 approval of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 2 subdivision (revision 1) – Precinct 2.

Background

This is the first revision to the preliminary plat of Saddleback at Santa Rita Ranch Ph 2 that was initially approved on March 8, 2022. Since the last approval, the developer has requested changes to the road alignments and lot layout. This revision includes an addition of one amenity lot, a decrease of 11 single family lots and a decrease of 781 linear feet of new public roads. With this revision, the proposed Saddleback at Santa Rita Ranch Phase 2 subdivision consists of 736 single family lots, 2 open space/water quality/landscape/detention/utility lots, 10 open space/landscape/utility lots, 1 amenity lot and 32,552 linear feet of new public roads.

Timeline

2024-02-23 – initial submittal of the revised preliminary plat
2024-03-22 – 1st review complete with minor comments
2024-03-26 – 2nd submittal of revised preliminary plat
2024-04-04 – 2nd review complete with comments clear
2024-04-04 – revised preliminary plat laced on the April 9, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat (rev 1) - Saddleback at Santa Rita Ranch Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:52 AM
Form Started By: Adam Boatright		Started On: 04/04/2024 11:43 AM
Final Approval Date: 04/04/2024		

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
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.

DRAINAGE AND FLOODPLAIN:

THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED FEBRUARY, 8, 2024. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 FOR WILLIAMSON COUNTY, TEXAS.

WATER AND WASTEWATER:

5. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/GEORGETOWN UTILITY SYSTEMS
6. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/CITY OF LIBERTY HILL
7. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

8. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.



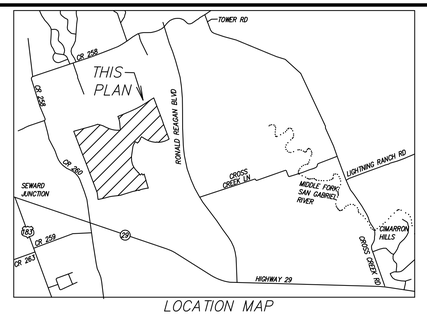
TOTAL: 736 SF LOTS

DATE: FEBRUARY 8, 2024
OWNER:
HFIC - SP INVESTMENTS, LP
7143 VALBURN DRIVE
AUSTIN, TEXAS 78731

DEVELOPER:
PULTE HOMES OF TEXAS, LP.
9401 AMBERGLEN BLVD., BLDG. 1
SUITE 150
AUSTIN, TEXAS 78729

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 214.92 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417



LOCATION MAP

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

TOTAL OF LOTS	749
SINGLE FAMILY LOTS:	736
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	2
O.S., P.U.E. & L.S.E LOTS:	10
AMENITY LOT	1

SCALE: 1" = 200'

Curve Table			
Curve #	Length	Radius	Delta
C1	67.976	770.000	005.0581
C2	23.572	15.000	090.0371
C3	23.562	15.000	090.0000
C4	23.562	15.000	090.0000
C5	23.562	15.000	090.0000
C6	508.082	1020.000	028.5402
C7	24.277	15.000	092.7326
C8	24.190	15.000	092.4001
C9	487.724	1022.303	027.3349
C10	703.243	4070.570	009.8986
C11	143.426	4070.570	002.0188
C12	325.802	1020.000	018.3011
C13	475.350	1033.370	026.3560
C14	313.609	1180.969	015.2150
C15	338.430	4070.570	004.7636

Line Table		
Line #	Length	Direction
L1	122.408	S80° 17' 43.57"W
L2	54.213	S79° 54' 11.91"W
L3	71.046	S78° 01' 08.88"W
L4	190.281	S76° 31' 26.07"W
L5	24.115	N25° 16' 24.11"W
L6	44.064	S57° 04' 18.89"W
L7	53.752	S67° 35' 57.21"W
L8	98.639	S75° 44' 34.79"W
L9	177.609	S78° 45' 49.58"W
L10	57.947	S89° 21' 19.12"W
L11	75.000	S36° 07' 38.35"E
L12	97.588	N50° 51' 36.81"E
L13	137.617	S33° 56' 01.26"E
L14	14.615	N56° 03' 58.74"E
L15	50.000	S33° 56' 01.26"E
L16	138.386	S42° 18' 28.23"E
L17	96.159	S36° 25' 00.89"E
L18	96.512	S29° 22' 08.69"E
L19	85.098	S22° 25' 52.00"E
L20	155.303	S12° 28' 08.54"E

Line Table		
Line #	Length	Direction
L21	50.000	S00° 59' 34.84"E
L22	116.512	S12° 38' 27.22"W
L23	115.863	S21° 19' 45.78"W
L24	78.651	S31° 37' 06.38"W
L25	114.990	N58° 22' 53.62"W
L26	50.006	S31° 37' 06.38"W
L27	132.397	S31° 37' 06.38"W
L28	120.000	S31° 37' 06.38"W
L29	60.000	N58° 22' 53.62"W
L30	109.247	N58° 22' 53.62"W
L31	60.001	N89° 24' 17.78"W
L32	31.300	S60° 32' 51.87"W
L33	4.065	S76° 49' 06.22"W
L34	431.140	N56° 46' 42.92"E
L35	316.652	N66° 41' 43.26"E
L36	201.926	N68° 43' 11.48"E
L37	4.246	N23° 37' 13.33"W
L38	34.164	N41° 34' 47.97"E
L39	66.279	N88° 29' 16.62"E
L40	181.232	S65° 03' 30.28"E

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARDMORE STREET	PUBLIC	60'	40' FACE TO FACE	4'	25 MPH	1,117	COLLECTOR	URBAN
BARNETT PASS	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	472	COLLECTOR	URBAN
CASCABEL LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,004	LOCAL	URBAN
CELESTE WAY	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	255	COLLECTOR	URBAN
CELESTE WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	172	LOCAL	URBAN
CRESTED BIRD BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,082	LOCAL	URBAN
DROVER BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	3,974	LOCAL	URBAN
LAMBERT LANE	PUBLIC	60'	40' FACE TO FACE	4'	25 MPH	187	COLLECTOR	URBAN
LILLY WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,514	LOCAL	URBAN
LOVETT LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	600	LOCAL	URBAN
MAYFAIR DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,038	LOCAL	URBAN
NEW SEASON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	762	LOCAL	URBAN
PALO LADO STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,020	LOCAL	URBAN
PASEO PASS	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	268	COLLECTOR	URBAN
PASEO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,429	LOCAL	URBAN
RIDGE VALLEY COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	116	LOCAL	URBAN
RIDGE VALLEY DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,474	LOCAL	URBAN
SADDLEBACK PARKWAY	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	3,570	COLLECTOR (Future Arterial)	URBAN
SAINTSBURY LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	4,938	LOCAL	URBAN
SAINTSBURY LOOP	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	249	COLLECTOR	URBAN
SAN RUFINO COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	148	LOCAL	URBAN
SAN RUFINO STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,001	LOCAL	URBAN
SERRETA LANE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	570	COLLECTOR	URBAN
SERRETA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	438	LOCAL	URBAN
TOWER ROAD	PUBLIC	120'	48' FACE TO FACE	4'	45 MPH	2,154	COLLECTOR (Future Arterial)	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						**32,552 L.F.**		

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
A RUNOFF KICKBACK STREET AND CIRCLE ADD, ADDED AND MINOR LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/8/2024

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 120 BRK BLDG, 600
Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

3-25-2024

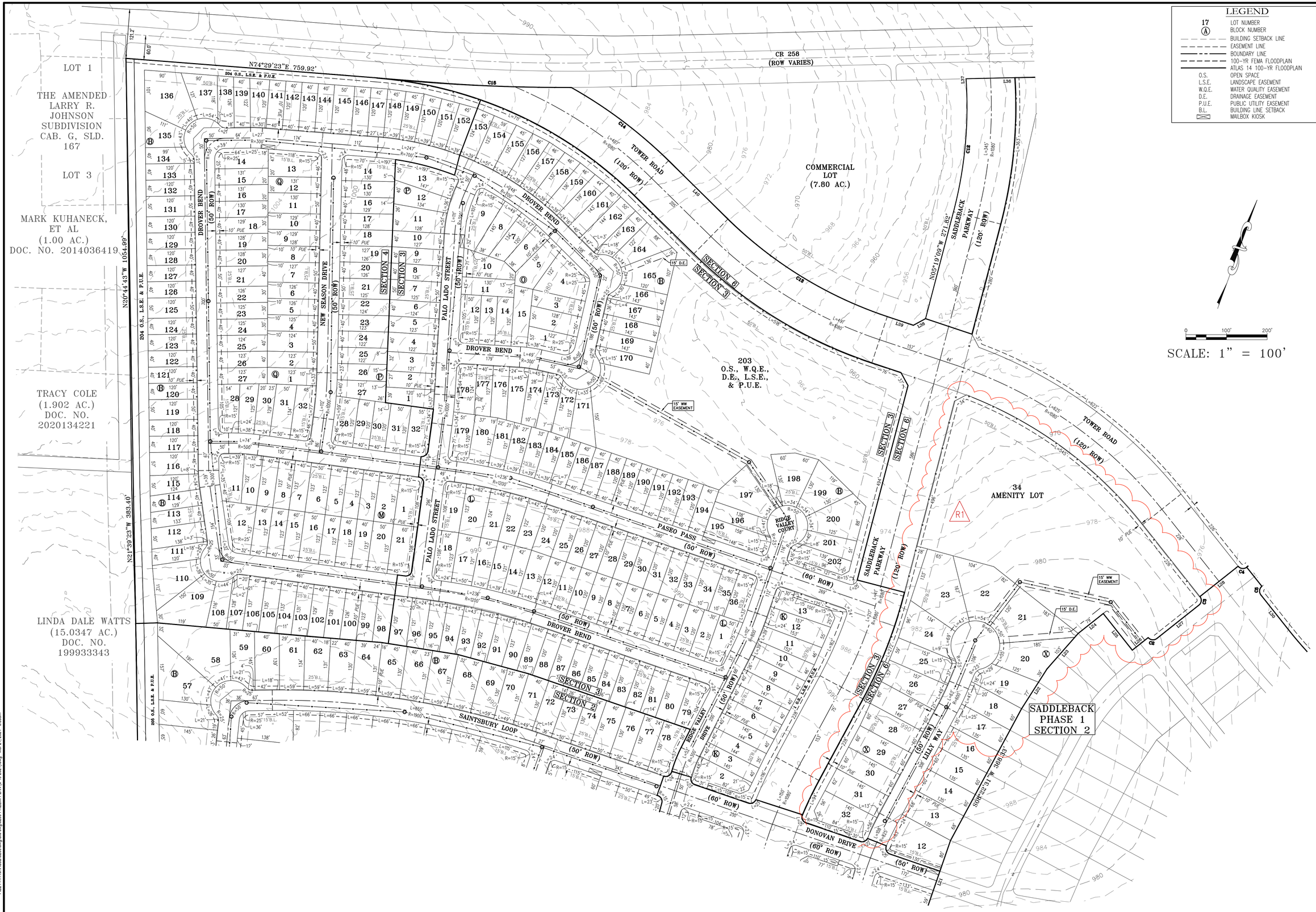
DATE: FEB 2024

JOB NUMBER: 5209

SHEET: 1 OF 4

SHEET NO.: 1

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LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
A REMOVED KIOSKS, STREET AND CIRCLE AND ADDED AND MODIFY LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/8/2024

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office: 5501 West William Cannon Dr. Austin, Texas 78749
North Office: 121 2nd St. Ste. 600 Georgetown, Texas 78626
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 3)
JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2
PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
03-25-2024

DATE: FEB 2024
JOB NUMBER: 5209
SHEET: 2 OF 4
SHEET NO.: 2

FILE PATH: J:\ACD\5209\dwg\Old dwg\5209-PRELIM PLAN (3-15-2024).dwg - Mar 24, 2024 - 8:53am



LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

SCALE: 1" = 100'

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
A REVISED KOSHCK STREET AND CIRCLE AND ADDED AND MODIFY LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/6/2024

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 120 RR, SUITE 600
Austin, Texas 78749 Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
@ F3791
3-25-2024

DATE	FEB 2024
JOB NUMBER	5209
SHEET	3 OF 4
SHEET NO.	3

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LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

SCALE: 1" = 200'

DESIGNED BY:	DRAFTED BY:
SPC	MB

REVISION	DATE
A REMOVED KIOSKS, STREET AND CIRCLE AND ADDED AND MODIFY LOT, REVISED LILLY WAY TO BE A CUL-DE-SAC	3/8/2024

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 78749
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N. Ste. 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (3 OF 3)

JOB NAME: SADDLEBACK AT SANTA RITA RANCH PHASE 2

PROJECT: PRELIMINARY PLAT REVISION #1

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
3-25-2024

DATE: FEB 2024

JOB NUMBER: 5209

SHEET: 4 OF 4

SHEET NO.: 4

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Commissioners Court - Regular Session **44.**

Meeting Date: 04/09/2024

Amended plat for The Cove Phase 1 subdivision – Pct 4

Submitted For: Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

The purpose of this amended plat is to correct an error found in the Owner's Dedication statement of the previously approved plat.

Timeline

2023-12-21 – initial submittal of the amended plat
2024-01-05 – 1st review complete with comments
2024-02-14 – 2nd submittal of amended plat
2024-02-28 – 2nd review complete with comments
2024-03-01 – 3rd submittal of amended plat
2024-03-05 – 3rd review complete with comments clear
2024-04-04 – receipt of amended plat with signatures
2024-04-04 – amended plat placed on the April 9, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

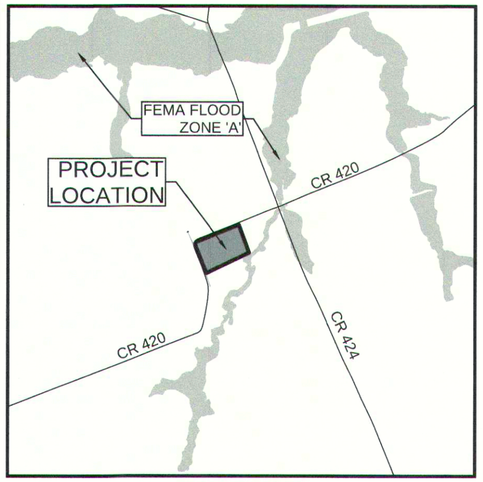
Attachments

amended plat - The Cove Phase 1

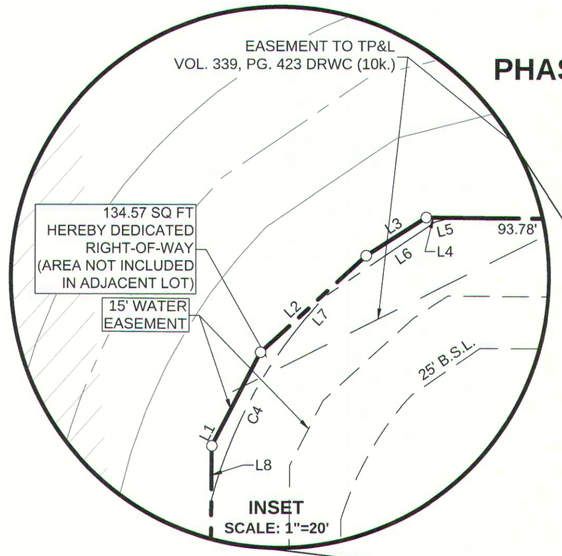
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:48 AM
Form Started By: Adam Boatright		Started On: 04/04/2024 11:40 AM
Final Approval Date: 04/04/2024		

FINAL PLAT
OF
PHASE 1, THE COVE AMENDED



VICINITY MAP
SCALE: 1"=2,000'



INSET
SCALE: 1"=20'

LEGEND

○	IRON ROD SET
●	IRON ROD FOUND
✲	COTTON SPINDLE
———	PROPERTY LINE
– – –	ADJOINING PROPERTY LINE
– – –	DRAINAGE EASEMENT
- - - - -	WATER EASEMENT
— — — —	BUILDING SETBACK LINE (BSL)
— — — —	25' OSSF SETBACK
	ATLAS 14 FLOODPLAIN LIMITS BASED ON THE STUDY BY JENNIFER L. HENDERSON, P.E., DATED JANUARY 19, 2023
ROW	RIGHT-OF-WAY
VOL./PG.	VOLUME/PAGE
DRWC	DEED RECORDS WILLIAMSON COUNTY
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
DOC	DOCUMENT

OWNER: HJD REHAB, LLC.
DAVID DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574
PHONE 512.461.5573
E-MAIL DAVID@HJDHOMES.COM

SURVEYOR: COREY HALL, RPLS
KONTUR TECHNICAL, LLC.
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
PHONE 512.360.0012
E-MAIL HALLC_R@YAHOO.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 12/1/2023

ORIGINAL SURVEY: H. T. & B. RAILROAD SURVEY
ABSTRACT NO. 319

FEMA FLOODPLAIN: THERE IS ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0575F, DATED DECEMBER 20, 2019

WATER: SOUTHWEST MILAM WATER SUPPLY

WASTEWATER: OSSF

BENCHMARK: TBM=COTTON SPINDLE SET
IN NORTH SIDE OF POWER POLE
APPROXIMATELY 1' FROM THE GROUND
ELEV.= 528.41'

PROPERTY DESCRIPTION:

BEING A 8.36 ACRE (364,294 SQUARE FEET) TRACT OF LAND OUT OF THE H.T.&B. RAILROAD SURVEY, A-319, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 8.36 ACRE TRACT BEING PART OF THE CALLED 12.47 ACRE TRACT CONVEYED FROM THRALL FARM INC. TO HJD REHAB LLC, FILED APRIL 25, 2022 AND RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), SAID 8.36 ACRE TRACT BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF COREY JOSEPH HALL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6362, ON OCTOBER 10, 2023 AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203) NAD83, SAID 8.36 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND AT THE NORTHWEST CORNER OF A CALLED 40.000 ACRE TRACT KNOWN AS TRACT TWO, CONVEYED FROM SYRISSA BALUSEK TO MATTHEW BALUSEK, FILED DECEMBER 11, 2006 AND RECORDED IN DOCUMENT NO. 2006107626 OPRWC, IN THE SOUTHEAST LINE OF COUNTY ROAD 420 RIGHT-OF-WAY, AND MARKING THE SOUTHWEST CORNER OF THE SAID 12.47 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8 INCH IRON ROD FOUND BEARS SOUTH 21°21'28" EAST, A DISTANCE OF 146.54 FEET;

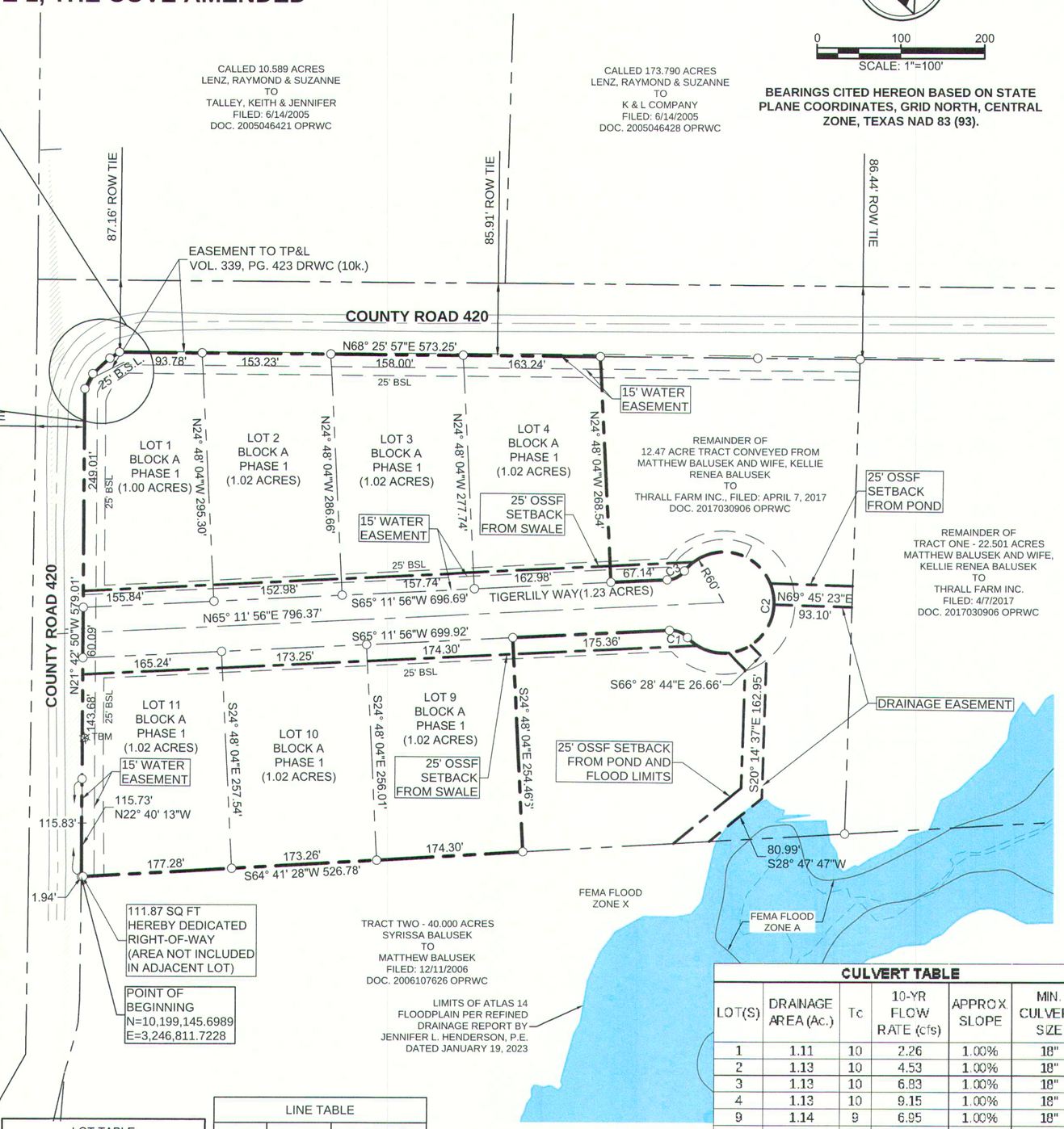
THENCE, WITH THE SOUTHEAST LINE OF COUNTY ROAD 420 AS FOLLOWS:

1. NORTH 21°42'50" WEST, A DISTANCE OF 579.01 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE SAID 22.501 ACRE TRACT AND THE HEREIN DESCRIBED TRACT
2. NORTH 05°26'10" EAST, A DISTANCE OF 20.23 FEET TO A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND
3. NORTH 25°32'14" EAST, A DISTANCE OF 27.51 FEET TO A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND
4. NORTH 35°24'47" EAST, A DISTANCE OF 13.67 FEET TO A 3/8 INCH IRON ROD FOUND
5. NORTH 68°25'57" EAST, A DISTANCE OF 573.25 FEET TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "RPLS 4249" FOUND BEARS NORTH 68°25'57" EAST, A DISTANCE OF 9.73 FEET;

THENCE, OVER AND ACROSS THE SAID 12.47 ACRE TRACT AS FOLLOWS:

1. SOUTH 24°48'04" EAST, A DISTANCE OF 268.54 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
2. NORTH 65°11'56" EAST, A DISTANCE OF 67.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
3. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF NORTH 40°48'51" EAST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
4. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 277°32'20", A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 290.64 FEET, AND A TANGENT OF 52.58 FEET, WHICH BEARS A CHORD OF SOUTH 24°48'04" EAST, AND A CHORD DISTANCE OF 79.09 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
5. ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 55°05'05", A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 24.04 FEET, AND A TANGENT OF 13.04 FEET, WHICH BEARS A CHORD OF SOUTH 89°35'01" WEST, AND A CHORD DISTANCE OF 23.12 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
6. SOUTH 65°11'56" WEST, A DISTANCE OF 187.14 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET;
7. SOUTH 24°48'04" EAST, A DISTANCE OF 254.46 FEET, TO A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET IN THE SOUTH LINE OF THE SAID 12.47 ACRE TRACT, THE NORTH LINE OF THE SAID 40.000 ACRE TRACT, AND MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8 INCH IRON ROD WITH A BLUE PLASTIC CAP STAMPED "KONTUR TECH" SET FOR THE SOUTHEAST CORNER OF SAID 12.47 ACRE TRACT BEARS NORTH 64°41'28" EAST, A DISTANCE OF 384.52 FEET;

THENCE, SOUTH 64°41'28" WEST, WITH THE COMMON LINE OF THE SAID 12.47 ACRE TRACT AND THE SAID 40.000 ACRE TRACT, A DISTANCE OF 526.78 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS 8.36 ACRES (364,294 SQUARE FEET) OF LAND, MORE OR LESS.



CULVERT TABLE

LOT(S)	DRAINAGE AREA (Ac.)	Tc	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
1	1.11	10	2.26	1.00%	18"
2	1.13	10	4.53	1.00%	18"
3	1.13	10	6.93	1.00%	18"
4	1.13	10	9.15	1.00%	18"
9	1.14	9	6.95	1.00%	18"
10	1.14	8	4.63	1.00%	18"
11	1.13	5	2.30	1.00%	18"

LOT TABLE

PARCEL #	AREA (AC.)	MFFE
1	1.00	521.59
2	1.02	515.88
3	1.02	510.51
4	1.02	502.88
9	1.02	506.44
10	1.02	511.86
11	1.02	518.22

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	20.23	N05° 26' 10"E
L2	27.51	N25° 32' 14"E
L3	13.67	N35° 24' 47"E
L4	5.01	N68° 25' 57"E
L5	3.44	N53° 54' 45"E
L6	25.37	N33° 48' 35"E
L7	6.06	N20° 10' 38"E
L8	10.41	N21° 42' 50"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD
C1	24.04'	25.00'	S89° 35' 01"W 23.12'
C2	290.64'	60.00'	N24° 48' 04"W 79.09'
C3	24.04'	25.00'	S40° 48' 51"W 23.12'
C4	39.30'	90.35'	N05° 10' 44"E 38.99'

ROADWAY TABLE

STREET NAME	ROW WIDTH (FEET)	PAVEMENT WIDTH (FEET)	ROAD LENGTH (FEET)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY	CLASSIFICATION
TIGERLILY WAY	60	30	763	25	PUBLIC	LOCAL RURAL

SHEET 01 OF 03

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

PROJECT NUMBER _____

Plotted by: Ryder, Plot date: 15/02/2024, File name: H:\02 Projects\2022\220405 Thrall Farms\07 Sheet\FP\220405 FINAL PLAT-PHASE 1.dwg

FINAL PLAT
OF
PHASE 1, THE COVE AMENDED

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, HJD REHAB, LLC. CO. OWNER OF BLOCK A, LOTS 1, 2, 3, 4 AND 11 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 28th DAY OF March, 2024.

HJD REHAB, LLC.
DAVID DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID DOWNS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 28th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 5/11/24

CHASATY HUCKABAY
Notary Public, State of Texas
Notary ID# 1196748-2
My Commission Expires
MAY 11, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, HJD REHAB, LLC. CO. OWNER OF BLOCK A, LOTS 1, 2, 3, 4 AND 11 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19th DAY OF March, 2024.

HJD REHAB, LLC.
KATY DOWNS, MANAGING MEMBER
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KATY DOWNS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 5/11/2024

CHASATY HUCKABAY
Notary Public, State of Texas
Notary ID# 1196748-2
My Commission Expires
MAY 11, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, MICHAEL MARTINEZ CO. OWNER OF BLOCK A, LOT 9 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023096209 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27th DAY OF MARCH, 2024.

MICHAEL MARTINEZ

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL MARTINEZ, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 3/29/2027

DEMI MORGAN
Notary Public, State of Texas
Notary ID# 13427696-9
My Commission Expires
MARCH 29, 2027

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BENITA MARTINEZ CO. OWNER OF BLOCK A, LOT 9 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023096209 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27th DAY OF March, 2024.

BENITA MARTINEZ

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BENITA MARTINEZ, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 3/29/2027

DEMI MORGAN
Notary Public, State of Texas
Notary ID# 13427696-9
My Commission Expires
MARCH 29, 2027

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BRADLEY C GUSTAFSON CO. OWNER OF BLOCK A, LOT 10 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023095027 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 21st DAY OF March, 2024.

BRADLEY C GUSTAFSON

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRADLEY C GUSTAFSON, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21st DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 5/11/2024

CHASATY HUCKABAY
Notary Public, State of Texas
Notary ID# 1196748-2
My Commission Expires
MAY 11, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, AMANDA L GUSTAFSON CO. OWNER OF BLOCK A, LOT 10 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023095027 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20th DAY OF March, 2024.

AMANDA L GUSTAFSON

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AMANDA L GUSTAFSON, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 5/11/2024

CHASATY HUCKABAY
Notary Public, State of Texas
Notary ID# 1196748-2
My Commission Expires
MAY 11, 2024

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

PROJECT NUMBER _____

Plotted by: Ryder, Plot date: 15/02/2024, File name: H:\02 Projects\2022\220405 Thrall Farms\07 Sheet\FP\220405 FINAL PLAT-PHASE 1.dwg

FINAL PLAT
OF
PHASE 1, THE COVE AMENDED

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, R BANK, LIEN HOLDER OF BLOCK A, LOTS 1, 2, 3, 4 AND 11 HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2022051136 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY,TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON; DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN; AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS PHASE 1, THE COVE AMENDED.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF March, 2024.

TRAVIS PERTHUIS, SENIOR VICE-PRESIDENT, R BANK
1103 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS PERTHUIS, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF March, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 3.8.27

EILEEN R GALAVIZ
Notary Public, State of Texas
Comm. Expires 03-08-2027
Notary ID 750026-0

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, COREY HALL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 28 DAY OF MARCH, 2024.

3/28/24
DATE

COREY HALL
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6362
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND A PORTION OF THE SITE IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0575F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 1ST DAY OF March, 2024.

3/19/24
DATE

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

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM D. BOATRIGHT, P.E.
WILLIAMSON COUNTY ENGINEER

04/04/2024
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20_____, A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

PLAT NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: SOUTHWEST MILAM SUD. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: OSSF
3. REMAINDER PROPERTY IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
4. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUES FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
7. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADWAY AND NOT TO CR 420, THE ADJACENT COUNTY ROAD.
9. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
10. THIS TRACT IS NOT LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE.
11. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
12. THE MINIMUM FINISHED FLOOR ELEVATIONS (MFFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY JENNIFER L. HENDERSON, P.E. , DATED JANUARY 19, 2023.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
14. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
15. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO TIGERLILY WAY.
16. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
17. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
18. A DRAINAGE EASEMENT IS DEDICATED ON THE REMAINDER OF THE 12.47 TRACT, AS SHOWN, TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION, WHOM WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A.D., AT _____O'CLOCK, _____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20_____ A.D., AT _____O'CLOCK, _____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

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

PROJECT NUMBER _____

Plotted by: Ryder, Plot date: 15/02/2024, File name: H:\02 Projects\2022\220405 Thrall Farms\07 Sheet\FP\220405 FINAL PLAT-PHASE 1.dwg

Commissioners Court - Regular Session **45.**

Meeting Date: 04/09/2024

Relinquishment of Rights Regarding Disposition After Death

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve a Notice of Relinquishment of Rights Regarding Disposition After Death of deceased (Kebede Bekele) who passed away in Williamson County, Texas.

Background

There has been an inquest by the Justice of the Peace Pct 2 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e). Having established the right to provide for the disposition of the deceased, the County would relinquish that right to Susan Baker from Operation Liberty Hill, as an adult who exhibited special care and concern for the decedent and wherein no next of kin has come forward to claim the decedent. (Section 694.002 of the Texas Health and Safety Code.)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Relinquishment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	04/03/2024 03:20 PM
Form Started By: Andrea Schiele		Started On: 04/01/2024 11:34 AM
Final Approval Date: 04/03/2024		

Notice of Relinquishment of Rights Regarding Disposition After Death

Having established the right to provide for the disposition of the deceased, pursuant to Section 694.002 of the Texas Health and Safety Code, I, Bill Gravell Jr., being the County Judge of Williamson County, relinquish the right to handle any and all funeral arrangements and disposition of the remains of Kebede Bekele to Susan Baker from Operation Liberty Hill, as an adult who exhibited special care and concern for the decedent and wherein no next of kin has come forward to claim the decedent.

_____ Date: April 9, 2024

Bill Gravell, Jr.
Williamson County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 04/09/2024

DWI Court Award

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the award presented by the Texas Center for Judiciary for the "Spotlight on Success" award presented to the Williamson County DWI/Drug Court Program for 2024 Outstanding DWI Court Team.

Background

Judge Barker and the Project Team received the award from the Texas Center for Judiciary at the DWI Court Advanced conference in College Station on March 27th. Members of the team include: the Honorable Laura Barker; Erin Lucas - Program Manager; Tanya Kunz - Specialty Court Administrator; James Murphy - Prosecutor; Ryan Palmquist - Defense Attorney; Matthew Avila - Probation Officer; Jess O'Brien - CSCD Supervisor; Yolanda Williams - Treatment Counselor; Sgt. Angelo Marmarinos - LE representative; Officer Josh Mackey - LE representative; Gary Keeton - Bailiff.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:06 AM
Form Started By: Pierce Kathy		Started On: 04/04/2024 09:20 AM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **47.**

Meeting Date: 04/09/2024

IT Award

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Texas Association of Governmental Information Technology Managers (TAGITM) Excellence Award presented to the Williamson County IT Department for the Unify Project.

Background

The Texas Association of Governmental Information Technology Mangers (TAGITM) is an association whose mission is to support and promote government technology professionals by fostering strategic partnerships and providing education, collaboration and leadership opportunities. They serve as a premier organization for government technology professionals in Texas. TAGITM provides a forum for generating ideas, sharing problems, and developing solutions. Its purpose is to encourage cities, counties, school districts and appraisal districts within Texas to realize the full potential of automation benefits. Each year TAGITM conducts an awards' luncheon during the annual education conference to recognize excellence in outstanding innovation and application of leading edge technologies. Candidates for the TAGITM Excellence Awards are nominated by TAGITM members. Up to three winners are chosen by a committee of their peers who judge nominated projects based on their impact on improving internal operations, providing exceptional customer service or enhancing communications. To be considered, the project must be fully implemented and deliver the services described. The IT project that received the award was started in 2015 with a federal grant of $386,000. The cities of Round Rock, Georgetown, Cedar Park and Tx-DOT were the original participants in the project with the IT Department. The system implemented allows the dispatch centers to communicate in real time on calls, as well as see all available units on a map and dispatch appropriate units. Last year, the project expanded and went live with the City of Austin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:48 AM
Form Started By: Pierce Kathy		Started On: 04/04/2024 11:18 AM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **48.**

Meeting Date: 04/09/2024

Child Abuse Prevention and Awareness Month 2024

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation naming April 2024 as Child Abuse Prevention and Awareness Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Child Abuse Prevention and Awareness Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:24 AM
Form Started By: Garry Brown		Started On: 04/03/2024 10:29 AM
Final Approval Date: 04/03/2024		

PROCLAMATION

WHEREAS, every child deserves to grow up in a safe, nurturing environment free from abuse and neglect; and

WHEREAS, child abuse and neglect does not discriminate and affects children of all ages, races, and socioeconomic backgrounds and poses a threat to the well-being and development of our community's youngest members; and

WHEREAS, in the last fiscal year, the Williamson County Child Advocacy Center reviewed 5,298 intakes of alleged child abuse (4891 in 2021, 5469 in 2022), conducted 917 forensic interviews (816 in 2021, 779 in 2022), and 423 forensic medical exams; and

WHEREAS, preventing child abuse requires collaboration among families, communities, organizations, and government entities to create safe, stable, and nurturing environments for all children; and

WHEREAS, the Williamson County Commissioners Court continues to recognize the importance of promoting awareness and prevention efforts to address the wide-spread issue of the harm done to our youngest inhabitants through the support we give to the Williamson County Child Advocacy Center; and

WHEREAS, county residents are committed to protecting our children and supporting families in crisis through education, intervention, and community resources;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims April 2024 as Child Abuse Prevention and Awareness Month in Williamson County, and urge everyone- individuals, community agencies, faith groups, and businesses- to join together to raise awareness about child abuse and neglect and work collaboratively to prevent it;

AND BE IT FURTHER RESOLVED, that we call upon all efforts that strengthen families and create environments where children and their families can thrive, grow, and reach their full potential. By standing together, we can make a significant impact in the lives of our children and build a community that prioritizes the well-being of every single child.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **49.**

Meeting Date: 04/09/2024

2024 04 09 CC Agenda Wellness Updates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

04 09 2024 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:16 AM
Form Started By: Shelley Loughrey		Started On: 04/03/2024 05:29 PM
Final Approval Date: 04/04/2024		

WELLNESS UPDATE

WILCO ONE
one body one mind one you one place

04/09/2024

April is Longevity Awareness Month

❖Join TCDRS as we host speakers that educate consumers about credit, debt, their rights, responsibilities, protections and safeguards against abusive and deceptive lending practices.

Financial Fitness
April 10, 12:00–1:00 p.m.
Understanding Credit
April 17, 12:00–1:00 p.m.
Debt & Borrowing
April 24, 12:00–1:00 p.m.

- ❖ Wellness Actions **must show** as complete in the Virgin Pulse system no later than 12/01/24
- ❖ Must either complete the 3 actions (Health Survey, Wellness Exam, Biometric Form) or reach 10,000 points
- ❖ No exceptions for missing items or not reaching the point level
- ❖ Bringing Biometrics and exam to Wilco work sites

WILCO WELL CARE: ONSITE WELLNESS

WILCO ONE
one body one mind one you one place

- Healthcare is changing at a rapid pace, we have worked on alternative solutions
- We have partnered with several vendors to bring screenings on site throughout the year
- Bexa Breast Screenings will be back this year (239 scans in 2023); watch for communication with registration links!
- Bringing screenings on site provides access to care, ease of use, and continuity of care for members

Harbor Health

Harbor Health © 2023 All rights reserved Confidential - Do not share



Clay Johnston

Founder & Chief Medical Officer

Inaugural Dean, University of Texas Dell Medical School

TEXAS

Healthcare services, optimized for quality, cost, and patient experience



Tony Miller

Founder & Chief Executive Officer

Founder & CEO, Bind Benefits
Sold to United Health Group

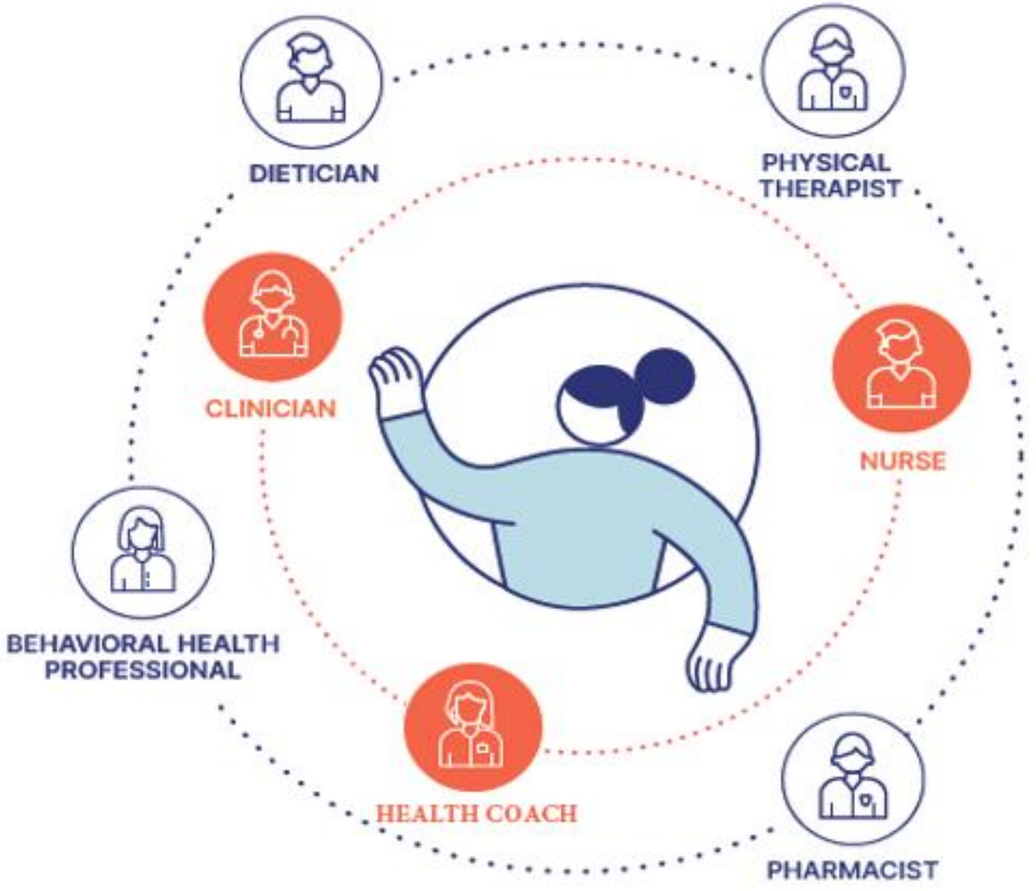
bind

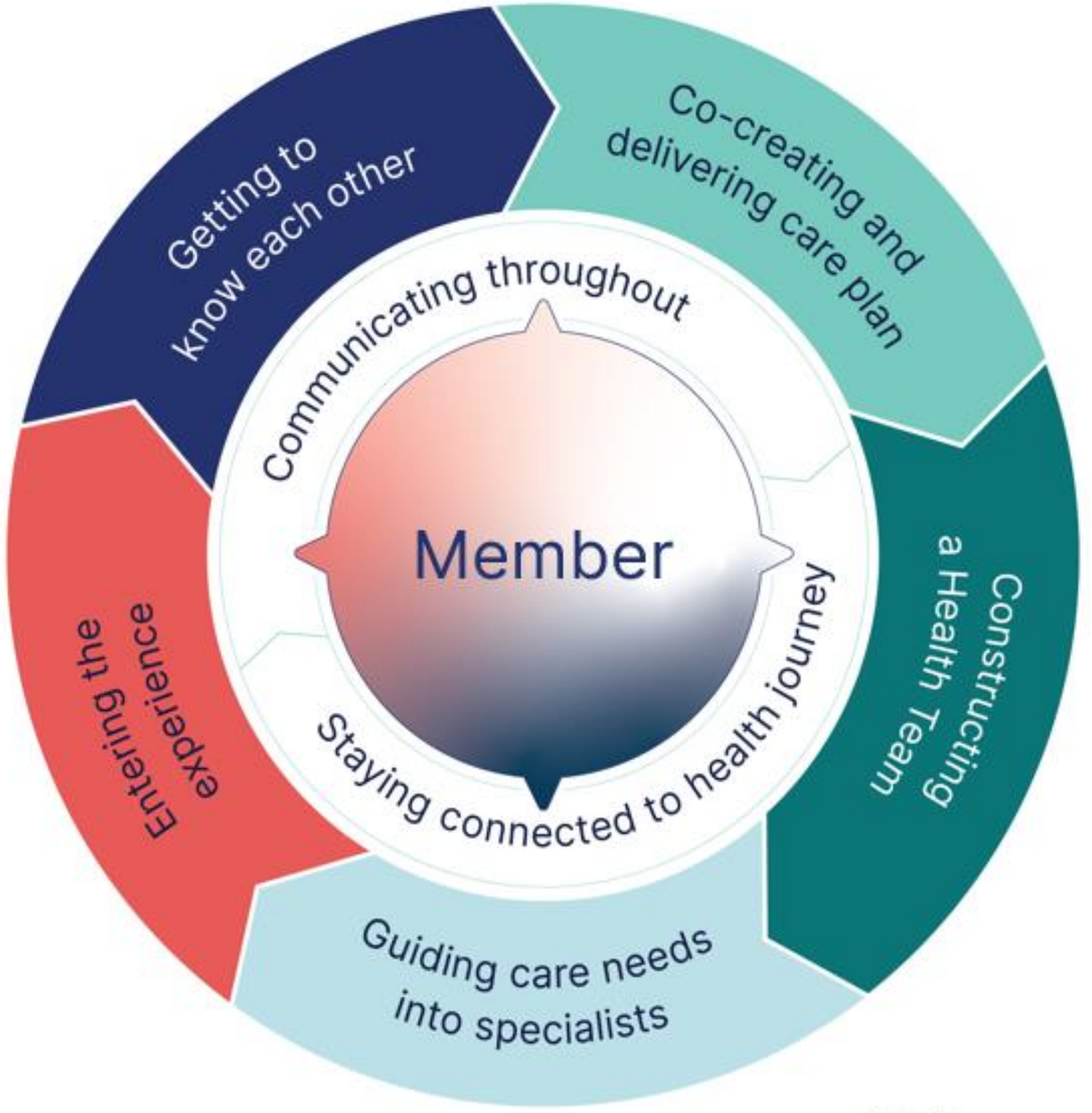
Thirty years of innovation in insurance and benefit design

Combining high-value services with a benefit design that supports clinical recommendations

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Confidential - Do not share

We operate with a full Health Team model:







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Commissioners Court - Regular Session **50.**

Meeting Date: 04/09/2024

public hearing

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am Conduct public hearing relating to a request from the District Attorney's (DA) office to transfer additional funding from Non-Departmental or to allow the use of unspent salary dollars within the DA's general fund budget for the position of Felony Prosecutor I and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

1. The reason for the funding request is to move forward with a salary offer closer to the current salary amount for an experienced attorney and to move it more in line with like positions within the office. The public would be well served by filling a long-term vacancy in order to expedite prosecution of cases.
2. The funding request to be transferred or utilized is $13,724.67 (additional salary of $11,095.12 and fringe of $2,629.55), which will be paid through the normal bi-weekly payroll. If unspent salary dollars are not approved to be used, excess needed would be funded through Non - Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 04:00 PM
Form Started By: Rebecca Clemons		Started On: 04/03/2024 03:48 PM
Final Approval Date: 04/03/2024		

Commissioners Court - Regular Session **51.**

Meeting Date: 04/09/2024

funding request

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on additional funding for PCN.0061, Felony Prosecutor I.

Background

The position has been vacant for approximately 150 days. The posting has yielded only 2 applicants since posted through NEOGOV on 1/19/2024. One candidate comes with a considerable amount of experience but is currently making a substantial amount over the budgeted amount posted on the position ($98,904.88). The department would like to offer the applicant the position at a salary of 110K, which is halfway between the posted amount and their current salary. An additional item will be on the agenda next week for the line item transfer, from 409, if needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 03:59 PM
Form Started By: Rebecca Clemons		Started On: 04/03/2024 03:51 PM
Final Approval Date: 04/03/2024		

Commissioners Court - Regular Session **52.**

Meeting Date: 04/09/2024

NACO BA Rev 04.09.24

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 to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$141.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:23 AM
Form Started By: Ganae Hempe		Started On: 04/02/2024 02:48 PM
Final Approval Date: 04/03/2024		

Commissioners Court - Regular Session **53.**

Meeting Date: 04/09/2024

NACO BA Exp 04.09.24

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 to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	$141.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/03/2024 11:23 AM
Form Started By: Ganae Hempe		Started On: 04/02/2024 02:52 PM
Final Approval Date: 04/03/2024		

Commissioners Court - Regular Session **54.**

Meeting Date: 04/09/2024

WC - WCCHD ILA - Overdose Mapping

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and Williamson County and Cities Health District.

Background

This Agreement authorizes Williamson County EMS Community Health personnel to share narcotic and opioid overdose event information with the Health District for the purposes of inputting the event information into the national Overdoes Detection Mapping Application Program. The purpose of this initiative is to adhere to S.B. No. 1319 which is an act “relating to the reporting of certain overdose information and the mapping of overdoses for public safety purposes.” This is a no-cost agreement and has been reviewed by Williamson County Legal.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/01/2024 04:07 PM
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:46 AM
Form Started By: Michael Knipstein		Started On: 04/01/2024 03:34 PM
Final Approval Date: 04/02/2024		

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR OVERDOSE MAPPING

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the "County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County are herein referred to collectively as the "Parties" and individually as "Party.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services.

WHEREAS, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedic personnel to work together for sharing narcotic and opioid overdose event information and for mapping overdose events within the boundaries of the County.

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

1.1 This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is promote public health and safety by authorizing the Community Health Paramedic personnel to share narcotic and opioid overdose event information with Health District personnel for the purpose of inputting the event information into the national Overdose Detection Mapping Application Program.

3. TERM

3.1 The initial term of this Agreement shall be for one year from the effective date hereof. After that initial term, this Agreement shall automatically renew for successive terms of one year each with such renewals to occur on or before the expiration date of the preceding term; provided, however, either Party may require that this Agreement terminate without renewal by providing the other Party written notice prior to the end of the then current term.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the term

4. OBLIGATIONS OF THE HEALTH DISTRICT

4.1 The Health District will perform the tasks set forth in the Scope of Work attached as **Exhibit A** hereto and incorporated herein for all purposes.

5. OBLIGATIONS OF COUNTY

5.1 The County will report and share with Health District personnel the information described in the Scope of Work attached as **Exhibit A.**

6. LIABILITY

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION FOR CONVENIENCE

7.1 Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

8. NOTICE

8.1 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to Health District:
Name: Caroline Hilbert, M.D., M.P.H., Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the Health District and the County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 The Health District and County 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.

10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. A Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County and Cities Health District, in its meeting held on the 14th day of February 20 24, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____
Caroline Hilbert, M.D., M.P.H., Executive Director

Date Signed: 02/16/2024

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20_____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

EXHIBIT A
Scope of Work for Overdose Mapping
(Incorporated herein for all purposes.)

SCOPE OF WORK – ODMAP Case Information
Williamson County Community Health Paramedic (CHP) will assist WCCHD in collecting timely overdose data to enhance community engagement. The purpose of this initiative is to adhere to S.B. No. 1319 which is an act "relating to the reporting of certain overdose information and the mapping of overdoses for public safety purposes." This initiative will be able to provide near-real time surveillance of suspected overdose events across Williamson County.

WCCHD has entered into an agreement with the Washington/Baltimore High Intensity Drug Trafficking Area (W/B HIDTA) as a participating agency in Williamson County for the Overdose Detection Mapping Application Program (ODMAP) to gather information for "mapping overdoses of one or more controlled substances for public safety purposes." WCCHD will act as the data custodian and will input, track, and store the data on ODMAP.

ODMAP is not intended to be an official repository of original records or to be substituted for one. WCCHD will be responsible for storing all files and maintaining the original file.

The following information on suspected overdose related calls for paramedic services will be collected by CHP and sent to WCCHD for processing on a daily basis:

1. Required Fields
    a. Date and Time
        i. Capture the date and time of incident.
    b. Location
        i. Address (include State, City, and Zip code)
            1. All addresses will be converted to GPS coordinates.
            2. Precise locations cannot be viewed on the National Map
    c. Outcome
        i. Fatal or non-fatal
    d. Naloxone Administration for fatal or non-fatal at time of incident/on scene
        i. Administration Unknown
        ii. Not Administered
        iii. Single Dose (2mg IN or 0.4mg IV)
        iv. Multiple Dose (>2mg IN or >0.4mg IV)

e. Suspected Drug
    i. Primary
    ii. Secondary

Alcohol	Fentanyl	Methadone	Oxycodone	Synthetic Marijuana
Benzodiazepine	Heroin	Methamphetamine	PCP	Xylazine
Cocaine	LSD	Other	Prescription Drugs	
Crack	MDMA	Over The Counter	Suboxone	

2. Optional Fields
    a. Case Number
        i. Refers to the individual case report at time of incident.
    b. Age
    c. Gender
        i. Male
        ii. Female
    d. Victim was taken to the hospital.
        i. Yes
        ii. No
    e. Part of multiple overdose victim incident
        i. Yes
        ii. No
    f. Motor Vehicle Involved
        i. Yes
        ii. No
    g. Naloxone Administered By
        i. Bystander
        ii. Police
        iii. Fire
        iv. EMS
        v. Hospital
        vi. Other
    h. Naloxone Left Behind by Law Enforcement
        i. Yes
        ii. No

i. Naloxone Left Behind by Emergency Medical Services
    i. Yes
    ii. No
j. Naloxone Left Behind by Bystander
    i. Yes
    ii. No

Commissioners Court - Regular Session **55.**

Meeting Date: 04/09/2024

BAA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Business Associate Agreement between Williamson County and Williamson County and Cities Health District with regard to the Overdose Detection Mapping Application Program.

Background

The agreement outlines the permitted use and protection of protected health information that is shared with regard to the Overdose Detection Mapping Application Program. BAA has been reviewed by Williamson County Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BAA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/02/2024 11:49 AM
Form Started By: Michael Knipstein		Started On: 04/01/2024 03:36 PM
Final Approval Date: 04/02/2024		

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA"), dated as of **February 16, 2024,** is entered into by and between **Williamson County and Cities Health District (WCCHD)** ("Business Associate") and **Williamson County** ("Plan Sponsor") that are subject to 45 CFR Parts 160 and 164, Subparts A and E and 45 CFR Parts 160 and 164, Subpart C (each a "Covered Entity") and on whose behalf this BAA has been executed and delivered. Business Associate and Covered Entity are referred to herein from time to time each individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined in this BAA will have the same meaning as the meaning ascribed to such terms in the HIPAA Rules (as defined below).

WHEREAS, pursuant to certain services agreements (the "Agreements"), Business Associate provides services to Covered Entity with regard to the Overdose Detection Mapping Application Program that may involve the use, disclosure, transmission, maintenance and/or creation of Protected Health Information; and

WHEREAS, Business Associate and Covered Entity are committed to compliance with the Privacy, Security, Breach Notification and Enforcement Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 CFR Parts 160 and 164 and any current and future regulations promulgated thereunder (collectively, the "HIPAA Rules");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the Parties agree as follows:

I. DEFINITIONS

For purposes of this BAA, the following terms shall have the meanings ascribed to them below:

A. *Breach*. "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402, subject to all exclusions under 45 CFR §§164.402(1)(i), (ii) and (iii).

B. *Business Associate*. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean Williamson County and Cities Health District (WCCHD).

C. *Covered Entity*. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Williamson County.

D. *Electronic Protected Health Information*. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

E. *Electronic Transactions Rule*. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

F. *HHS*. "HHS" shall mean the U.S. Department of Health and Human Services.

G. *HIPAA Rules*. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

H. *Individual*. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103.

I. *Protected Health Information*. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity, including but not limited to Electronic Protected Health Information.

J. *Required By Law*. "Required by Law" shall have the same meaning as the term "required by law" at 45 CFR §164.103 and the standards imposed at 45 CFR §164.512(a).

K. *Secretary*. "Secretary" shall mean the Secretary of HHS.

L. *Security Incident*. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

M. *Transaction*. "Transaction" shall have the meaning as the term "transaction" in 45 CFR §160.103.

N. *Unsecured Protected Health Information*. "Unsecured protected health information" shall have the meaning as the term "unsecured protected health information" in 45 CFR §164.402.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

Business Associate agrees:

A. Not to use or disclose Protected Health Information other than (i) as permitted or required by this BAA, (ii) as permitted or required to perform its obligations pursuant to the Agreements, or (iii) as Required by Law.

B. To use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent the use or disclosure of PHI other than as provided for by this BAA.

C. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

D. To report to the appropriate Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and any Successful Security Incident of which Business Associate becomes aware. For purposes of this BAA, a "Successful Security Incident" is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of Covered Entity. The parties further stipulate and agree that this paragraph constitutes notice by Business Associate to Covered Entity with respect to any "Unsuccessful Security Incident," which is defined for purposes of this BAA as any Security Incident that is not a Successful Security Incident. Covered Entity and Business Associate agree that reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore this BAA constitutes the report from Business Associate that these incidents occur.

E. In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI. If Business Associate becomes aware of a pattern or practice by the subcontractor that violates such agreement, Business Associate shall take steps to cure the breach or end the violation. If efforts to cure the breach or end the violation are not successful, Business Associate shall terminate its arrangement with the subcontractor, if feasible. If not feasible, Business Associate shall notify Covered Entity of the breach or violation.

F. To make available, at the request of Covered Entity, and in the form and format designated by such Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to the requesting Individual or such Individual's designee, within the time period necessary to meet the requirements under 45 CFR § 164.524; provided, however, that this Section II.F is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.

G. To make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526; provided, however, that this Section II.G is applicable only to the extent Business Associate is required to maintain a Designated Record Set for the particular Covered Entity pursuant to the terms of the Agreements.

H. To make applicable internal practices, books and records available to the Secretary or his designee for purposes of the Secretary's determining Business Associate's compliance with the HIPAA Rules.

I. To maintain and make available upon request by Covered Entity the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.

J. Without unreasonable delay and in no case later than sixty (60) days following discovery by Business Associate (except as otherwise required under 45 CFR §164.412), Business Associate will notify Covered Entity in writing of any Breach of Unsecured Protected Health Information. Business Associate shall provide Covered Entity, to the extent known, the identity of each Individual whose Unsecured Protected Health Information has, or is reasonably believed by Business Associate, to have been affected by the Breach. In addition, Business Associate shall provide to Covered Entity, either at the time it provides notice to Covered Entity of the Breach or promptly thereafter as information becomes available, any other information that Covered Entity is required to include in its notification to an Individual under 45 CFR §164.404(c).

K. In the event Business Associate transmits or receives a Transaction on behalf of Covered Entity, it shall comply with all provisions of the Electronic Transactions Rule to the extent applicable.

L. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

M. In its performance of the functions, activities, services, and operations for Covered Entity, Business Associate agrees to make only the minimum necessary uses and disclosures and requests for Protected Health Information.

N. Business Associate shall not engage in the Sale of Protected Health Information or otherwise directly or indirectly receive direct or indirect remuneration in exchange for the disclosure of Protected Health Information of an Individual, unless Covered Entity or Business Associate has obtained a valid authorization from the Individual, consistent with the requirements under 45 CFR §164.508.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this BAA, Business Associate may:

A. *Use* or *disclose* PHI for purposes of performing the functions, activities, or services for, or on behalf of, each Covered Entity as specified in the Agreements, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if done by Covered Entity or is permitted under paragraphs B and C below.

B. *Use* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate.

C. *Disclose* PHI for all appropriate management and administrative functions of Business Associate, or as needed to carry out the legal responsibilities of Business Associate, provided that such disclosures are either Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. OBLIGATIONS OF COVERED ENTITY

Each Covered Entity shall:

A. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

B. Provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by Covered Entity, except as set forth in Sections III.B and C.

E. Disclose only the minimum necessary Protected Health Information to Business Associate as may be required for Business Associate to perform its services to Covered Entity, except that Covered Entity will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary.

V. TERM AND TERMINATION

A. **Term.** As to each Covered Entity, the term of this BAA shall be effective as of the date set forth above in the first paragraph. This BAA shall terminate on the date Business Associate ceases to be obligated to perform functions, activities, or services for Covered Entity under the Agreements. However, Business Associate's obligations under Articles II, III and V shall survive the termination of this BAA with respect to any PHI so long as it remains in the possession of Business Associate.

B. **Termination for Cause.** Without limiting the rights of the Parties respecting termination under the Parties' Agreements:

1. **By Covered Entity.** Upon Covered Entity's knowledge of a pattern of an activity or practice of Business Associate that constitutes a material breach or violation of this BAA by Business Associate with respect to PHI maintained for that Covered Entity, such Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. Covered Entity shall terminate this BAA and the Agreements if Business Associate does not cure the breach or end the violation within such reasonable time as is specified by Covered Entity, or immediately terminate this BAA and the Agreements if Business Associate has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

2. **By Business Associate**. Upon Business Associate's knowledge of a pattern of an activity or practice of Covered Entity that constitutes a material breach or violation of this BAA by such Covered Entity, Business Associate shall provide an opportunity for Covered Entity to cure the breach or end the violation. Business Associate shall terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity does not cure the breach or end the violation within such reasonable time as is specified by Business Associate, or immediately terminate this BAA and the Agreements with respect to that Covered Entity if Covered Entity has breached or violated a material term of this BAA and cure is not possible. However, Business Associate's Agreement(s) and the terms of this BAA with respect to any other Covered Entity shall continue to remain in effect until otherwise terminated.

C. **Effect of Termination**. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

2. Return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form.

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the PHI, other than as provided for in this Section V.C, for as long as Business Associate retains the PHI;

4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same

conditions set out under Sections III.B and III.C which applied prior to termination; and

5. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

VI. MISCELLANEOUS PROVISIONS

A. **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question. In case a specific regulatory reference used in this BAA changes, as may occur when an enforcement body moves or otherwise changes its numbering system, this BAA shall remain in place and the Parties subject to the BAA shall use all reasonable efforts to discern the correct and applicable reference currently in effect in order to optimally satisfy compliance obligations as set forth under governing law.

B. **Amendment**. The Parties agree to take appropriate action as necessary to amend this BAA from time to time in order for Covered Entity and Business Associate to comply with the HIPAA Rules. Moreover, to the extent permitted by applicable law, upon the compliance date of any final regulation, or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this BAA, this BAA will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

C. **Survival**. The respective rights and obligations of the Parties to this BAA shall survive the termination of this BAA.

D. **Governing Law.** This BAA shall be governed by the laws of the State of Texas.

E. **Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the Parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the Parties may from time to time designate in writing.

F. **Entire Agreement; Modification.** This BAA represents the entire agreement between Business Associate and each Covered Entity relating to the subject matter hereof and supersedes all prior oral and written agreements relating to the subject matter hereof. No provision of this BAA may be modified, except in writing, signed by the Parties.

G. **No Third-Party Beneficiaries.** There shall be no third-party beneficiaries to this BAA, and no individual (including an Individual) or entity who is not a party to this BAA shall have any rights in connection with a breach or violation of this BAA.

H. **Binding Effect.** This BAA shall be binding upon the Parties hereto and their successors and assigns.

I. **Counterparts and Signature.** This BAA may be executed in any number of counterparts, which, when taken together, shall constitute one original. This BAA may be executed by an electronic or facsimile signature of an authorized representative of the Parties, and any such signature shall be deemed to be an original signature and shall be binding on the Parties to the same extent as if such electronic or facsimile signature were an original signature.

J. **Interpretation of this Agreement**. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable law.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have caused this BAA to be executed as of the date first above written.

BUSINESS ASSOCIATE: Williamson County and Cities Health District

By: _____

Name: Dr. Caroline Hilbert

Title: Executive Director

Address of Business Associate:
355 Texas Avenue
Round Rock, TX 78664

For Notices, a copy (which will not constitute notice) shall be sent to:
Williamson County and Cities Health District
ICO: Executive Leadership
355 Texas Avenue
Round Rock, TX 78664

PLAN SPONSOR: Williamson County

By: _____

Name: _____

Title: _____

Address of Plan Sponsor:

_____
_____
_____

Commissioners Court - Regular Session **56.**

Meeting Date: 04/09/2024

Approval of Addendum to Extend and Renew Contract T2585 Jail Pharmaceuticals for Williamson County Jail

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of amendment/extension of Services Agreement for Jail Pharmaceutical and Supplies RFP T2585 until April 18, 2025, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services and authorizing execution of the agreements.

Background

This is a stop-gap measure that has the ability to extend until April 18, 2025, to allow the county to finalize a new solicitation for Jail Pharmaceuticals and Supplies or award the solicitation for Jail Medical Services. The amendment does not extend the date, but gives the County the ability to extend the date. The vendor has agreed upon the ability to extend (via Amendment), which will allow a renewal to the current contract, which was awarded in court April 18, 2021, to extend for another year or until the newly awarded solicitation is completed. The addendum also includes a Termination for Convenience Clause, so the county may terminate this contract at anytime if needed. Funding Source: 01.0100.0570.003307. The Department Points of Contact are Lt. Doug Wheless and Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1

Renewal #3 Form and Price Tab

1295 Form Westwood Pharmacy

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 10:01 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 10:59 AM
Form Started By: Kim Chappius		Started On: 03/21/2024 10:55 AM
Final Approval Date: 04/04/2024		

AMENDMENT TO THE AGREEMENT WITH WESTWOOD PHARMACY

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 THE AGREEMENT (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 **MAO Pharmacy, Inc. t/a Westwood Pharmacy** (hereinafter "Westwood"), both of which are referred to herein as the parties.

RECITALS

WHEREAS, the County and Westwood previously executed an Agreement, effective on April 19, 2021, wherein Westwood agreed to provide pharmaceutical service and supplies for a term of three years, ending on April 18, 2024;

WHEREAS, County desires to amend the Agreement to extend the Agreement for an additional one-year term;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENT

I. Section 2, Term, of the Agreement shall be amended as follows:

Term: The term of this Agreement shall commence on April 19, 2021, and shall remain in full force and effect for a period of one (1) year with the option of three (3) additional renewals.

II. The Agreement shall be modified to include Section 6, Termination for Convenience, as follows:

Termination for Convenience: Either party may terminate this Agreement for convenience by providing thirty (30) day written notice to the other party. Upon such termination, County shall have no further obligation to Westwood except payment for purchases made prior to the termination. Termination for convenience shall not relieve either party from any liability or obligation that has accrued prior to the termination

date.

III. 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 Agreement; and furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

IV. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in fill force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____, 20

WESTWOOD PHARMACY:

Shubho Pal
Printed Name

Authorized Signature

Date: 3/18, 2024

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2585	**Department:**	SHERIFF'S OFFICE/CORRECTIONS/JAIL
Vendor Name:	**MAO Pharmacy, Inc. t/a Westwood Pharmacy**		
Purpose/Intended Use of Product or Service (summary):			
ONE- YEAR EXTENSION FOR T2585 JAIL PHARMACEUTICALS			
Type of Contract:	RFP	**Start Date:**	04/19/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	04/18/2025
Department Contact:	ABIGAIL TAYLOR		

- **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 one (1) year EXTENSION option periods:**

Extension Option Period 3	APRIL 19, 2024 – APRIL 18, 2025
Renewal Option Period 2	APRIL 19, 2023 – APRIL 18, 2024
Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023
Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022

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

Vendor MAO Pharmacy, Inc. t/a "Westwood Pharmacy"

Name Shubhro Pal

Title VPO

Signature [signature]

Date 3/18/24

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

T2585 Jail Pharmaceuticals

Drug Name	Brand	Generic
ABILIFY MAINTENA 400MG INJ	$2,191.02	
ALBUTEROL SULFATE, HFA		$0.18
AMITRIPTYLINE HCL 25MG TAB		$0.04
AMLODIPINE 5MG TAB		$0.09
AMOXICILLIN 500MG CAP		$0.04
ARISTADA 662MG INJ	$760.23	
ATORVASTATIN CALCIUM, 40MG, TAB		$0.29
ATRIPLA TAB	$89.95	
AZITRHOMYCIN, 250MG, TAB		$0.39
BENZTROPINE MESYLATE, 1MG, TAB		$0.04
BUPROPION HCL 100MG TAB		$0.06
BUPROPION HCL 75MG TAB		$0.05
BUSPIRONE HCL 10MG TAB		$0.07
CARBAMAZEPINE 200MG TAB		$0.08
CARVEDILOL, 6.25MG, TAB		$0.11
CEPHALEXIN, 500MG, CAP		$0.07
CIPROFLOXACIN HCL 500MG, TAB		$0.25
CLINDAMYCIN HCL 300MG CAP		$0.19
CLONIDINE HCL 0.1MG TAB		$0.02
DESCOVY 200-25MG TAB	$61.08	
DICYCLOMINE HCL, 10MG, CAP		$0.03
DIVALPROEX SODIUM 500MG DR TAB		$0.06
DOXEPIN, 50MG, CAP		$0.13
DULOXETINE HCL, 60MG, CAP		$0.40
ELIQUIS 5MG TAB	$7.78	
EPINEPHRINE, 0.3MG, INJ	$99.50	
ESCITALOPRAM OXALATE 10MG TAB		$0.24
FLUOCINONIDE, 0.05%, CREAM		$0.40
FLUOXETINE HCL 20MG CAP		$0.14
FLUOXETINE HCL 40MG CAP		$0.26
GABAPENTIN 300MG CAP		$0.07
GABAPENTIN 600MG TAB		$0.13
GLIPIZIDE ER, 10MG, TAB		$0.10
GUANFACINE HCL, 1MG, TAB		$0.53
HALOPERIDOL, 10MG, TAB		$0.32
HUMALOG, 100ML, INJ	$12.99	
HYDRALAZINE, 25MG, TAB		$0.03
HYDROCHLOROTHIAZIDE 12.5MG CAP		$0.03
HYDROXYZINE HCL 25MG TAB		$0.03
HYDROXYZINE HCL 50MG TAB		$0.05
HYDROXYZINE PAMOATE 50MG CAP		$0.07
HYDROXYZINE PAMOATE 50MG CAP		$0.08
INVEGA SUST 234/1.5MG INJ	$1,882.20	
ISOSORBIDE MN, 10MG, TAB		$0.10
LABETALOL HCL, 200MG, TAB		$0.09
LAMOTRIGINE 25MG TAB		$0.20
LANTUS 100U/ML INJ	$21.10	
LATUDA 20MG	$35.50	
LEVETIRACETAM 500MG TAB		$0.18
LEVOFLOXACIN, 500MG, TAB		$0.96
LEVOTHYROXINE SODIUM, 50MCG, TAB		$0.07
LISINOPRIL 20MG TAB		$0.05
LISINOPRIL 5MG TAB		$0.04
LITHIUM CARBONATE 300MG CAP		$0.03
LITHIUM CARBONATE 600MG CAP		$0.02
LOSARTAN POTASSIUM, 50MG, TAB		$0.11
METFORMIN HCL 1000MG TAB		$0.12

METFORMIN HCL 500MG TAB		$0.03
METHIMAZOLE, 10MG, TAB		$0.03
METHOCARBAMOL 750MG TAB		$0.05
METOPROLOL TARTRATE 25MG TAB		$0.02
MIRTAZAPINE 15MG TAB		$0.13
MONTELUKAST SODIUM, 10MG, TAB		$0.28
MUPIROCIN, 2%, OINTMENT	$0.12	
OLANZAPINE 10MG TAB		$0.99
OLANZAPINE 5MG TAB		$0.61
OXCARBAZEPINE, 300MG, TAB		$0.13
PAROXETINE HCL 20MG TAB		$0.13
PERMETHRIN, 5%, CREAM	$0.23	
PERPHENAZINE, 16MG, TAB		$0.19
PIOGLITAZONE HCL, 30MG, TAB		$0.53
POTASSIUM CHLORIDE ER, 20MEQ, TAB		$0.13
PRAZOSIN, 2MG, CAP		$0.15
PROPRANOLOL HCL 20MG TAB		$0.05
RISPERIDONE, 1MG, TAB		$0.22
SERTRALINE HCL 100MG TAB		$0.14
SULFAMETHOXAZOLE-TRIMETHOPRIM 800-160 TAB		$0.07
SYMTUZA, 800-130-200-, TAB	$127.50	
TAMSULOSIN HCL 0.4MG CAP		$0.21
TIVICAY 50MG TAB	$63.00	
TOPIRAMATE, 50MG, TAB		$0.25
TRAZODONE HCL, 100MG, TAB		$0.05
TRIAMCINOLONE ACETONIDE 0.1% CRM		$0.03
XARELTO 15MG TAB	$14.00	
ZIPRASIDONE, 40MG, CAP		$0.40

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1135476

Date Filed:
03/18/2024

Date Acknowledged:

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

Westwood Pharmacy
Richmond, VA United States

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

Williamson County, 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.

T2585
Pharmaceutical services and supplies

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

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

6 UNSWORN DECLARATION

My name is Shubhro Pal, and my date of birth is [redacted].

My address is 8905 Three Chapt Rd (street), Henrico (city), Va (state), 23229 (zip code), USA (country).

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

Executed in Henrico County, State of Virginia, on the 18 day of March (month), 2024 (year).

Shubhro Pal

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1135476

Date Filed:
03/18/2024

Date Acknowledged:
03/21/2024

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

Westwood Pharmacy
Richmond, VA United States

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

Williamson County, 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.

T2585
Pharmaceutical services and supplies

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Meeting Date: 04/09/2024

Award of RFP #24RFP30 for As-needed HVAC Maintenance and Repair Services to JM Engineering, LLC as Primary and to 5-F Mechanical Group, Inc., as Backup for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #24RFP30 for As-needed HVAC Maintenance and Repair Services to the highest scoring proposers, JM Engineering, LLC as Primary and to 5-F Mechanical Group, Inc., as Backup.

Background

The recommendation from the RFP Evaluation Committee is to award JM Engineering, LLC as Primary and 5-F Mechanical Group, Inc., as Backup for the HVAC Maintenance and Repair Services for Williamson County, Texas, “As Needed” Primary and Backup contract under RFP #24RFP30 for the HVAC Maintenance and Repair Services including quarterly and seasonal inspections and preventative maintenance for various county buildings. The solicitation documents and vendor’s response will serve as the contract documents per General Counsel's advice. Initial contract term shall be for a period beginning on Date of Award and shall expire on or before September 30, 2025. Budgeted amount: $750,000.00. Funding Sources: 01.0100.0509.004500, 01.0100.0509.004510, 01.0100.0509.004509. Point of Contact: Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JME Proposal

F5 Proposal

Recommendation Letter (Signed)

Signed Evaluation Score Sheet

Form 1295 Certificate - JM Engineering

Form 1295 - 5-F Mechanical Group, Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 10:57 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:00 AM
Form Started By: Stacian Williams		Started On: 03/22/2024 01:41 PM
Final Approval Date: 04/04/2024		

WILCO
FACILITIES MANAGEMENT



Williamson County
Facilities Management Department
HVAC Maintenance and Repair Services
RFP – 24RFP30

JM Engineering, LLC
Due: February 20, 2024 at 3pm
Original

JME
JM ENGINEERING, LLC

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EXECUTIVE SUMMARY

JM Engineering, LLC is a highly qualified facility maintenance company specializing in HVAC and electrical maintenance, repair and installation services. We have been in business for 23 years and have current contracts providing HVAC and electrical maintenance, repair and installation services for 19 public agencies listed below all located in Central Texas. JM Engineering's current project backlog is valued at over $38 million, which reflects on our expertise, qualifications, depth of resources and ability to provide high quality and prompt services to our customers.

- Travis County (1 contract)
- Hays County (1 contract)
- City of Austin (3 contracts)
- City of San Antonio (1 contract)
- Texas DPS (3 contracts)
- TxDOT Austin District (1 contract)
- TxDOT TOD (1 contract)
- TxDOT TSMO (1 contract)
- Texas Facilities Commission (1 contract)
- Capital Metro (2 contracts)
- ERS of Texas (1 contract)
- Tx Health & Human Srvs (2 contracts)
- Tx Parks and Wildlife Dept (1 contract)
- Texas Comm on Envi Quality (1 contract)
- UT Applied Research Labs (2 contracts)
- Austin Community College (1 contract)
- Texas State Technical College (1 contract)
- Round Rock ISD (1 contract)

Over the past seven years, JM Engineering has completed hundreds of work orders valued in the millions of dollars for maintenance, 24/7 on-call service, repair and installation of over 1000 HVAC systems with the City of Austin at over 100 City facilities including Parks and Recreation Department, Building Services Department, Austin Fire Department, Austin Police Department, ABIA International Airport, Water Department and Austin Energy. With this extensive project experience with a large City or County agency, JM Engineering is very familiar with public facilities, sign in/out procedures, quote process, DO/PO process and City permitting. With this successful experience, JM Engineering will already be ahead of the competition and able to respond to the Williamson County's needs quicker, more efficiently and properly as expected by the County.

JM Engineering's proposed project team is staffed by 12 Texas licensed personnel with an average of 18 years of experience in commercial and industrial HVAC and electrical systems. All of JM Engineering's HVAC Technicians have TDLR AC licenses and Universal EPA certifications. Furthermore, JM Engineering has the following Texas licenses:

- TDLR licensed Air-Conditioning, Heating and Refrigeration Contractor;
- TDLR licensed Electrical Contractor;
- Texas Licensed Professional Electrical Engineering firm; and,
- HVAC Technicians have TDLR issued AC Technician licenses and Universal EPA certs.

Over the past few years, JM Engineering has become a leader in providing preventative maintenance of HVAC systems for public agencies in the Central Texas area. We currently

perform complete preventative maintenance services on monthly, quarterly and/or biannual basis for over 5000 commercial HVAC systems per year.

JM Engineering has developed a tried-and-true Preventative Maintenance Checklist that is completed for every HVAC unit. These checklists are compiled and provided as a report back to the customer with recommendations for repairs and/or inspections. A copy of JM Engineering's HVAC Preventative Maintenance Checklist and Service Ticket are provided in the Appendix at the end of this proposal.

Statement of Work to be Accomplished

JM Engineering's proposal is to provide quarterly and seasonal inspections, scheduled maintenance, service, installation and repairs for various HVAC equipment on Williamson County owned premises. JM Engineering will provide all necessary labor, materials, service equipment, tools, transportation, methods of communication, supervision, service reports and supplies required to provide these maintenance and repair services. Services will include scheduled maintenance, inspection, testing and repair services for Williamson County.

Plan to Accomplish and Perform Statement of Work

JM Engineering's initial maintenance and service plan to accomplish and perform the statement of work will be broken down into the following key steps:

1. Schedule and attend a Kick-Off/Transition Meeting with the County;
2. Perform an in-depth Site Assessment and Inventory of HVAC equipment;
3. Develop Monthly and Quarterly PM Schedule and submit to County for approval;
4. Submit Documentation including PM Checklists and Service Tickets for County approval;
5. Collect Project Documentation on all HVAC equipment and facilities;
6. Identify Critical / Problem areas to focus on and resolve; and,
7. Begin Preventative Maintenance and On-Site Support services.

Another important step to maintaining a modern, safe, dependable and efficient HVAC system for County facilities is to perform an asset management assessment and develop a Life Cycle Asset Management plan for each of the County's HVAC systems. As part of a complete and proactive maintenance program, each HVAC system's service life should be evaluated to determine age, condition, performance, vendor support, model discontinuation and parts availability. JM Engineering would propose a site assessment to collect this type of information on the HVAC units at all 103 County facilities. A Life Cycle Asset Management plan would be developed with a short- and long-term asset upgrade and replacement plan. This plan would provide recommendations to County staff on future needs, asset replacement and associated budget impacts.

Value Added Services

As an Engineering and facility maintenance company, JM Engineering brings over 20 years' experience in managing infrastructure for public agencies with fixed budgets and reduced resources. Based on this experience, JM Engineering will bring to the team fresh ideas to provide dynamic and proactive maintenance of the County's HVAC systems as well as find opportunities to save the County money, upgrade their infrastructure and improve the overall efficiency of the HVAC systems. Of course, all these value added services can be provided at the discretion of the County.

JM Engineering brings qualifications as a Texas licensed Professional Engineering company that can provide additional engineering services at the discretion of the County.

JM Engineering is also a TDLR licensed Electrical Contractor and an authorized Cummins, Kohler, Generac and Briggs & Stratton power generator sales, service and installation dealer that can provide warranty repairs, maintenance and installation services for all sizes and brands of generators.

To further highlight our qualifications, JM Engineering has provided the following two distinct advantages that separate us from the rest of the competition on this Request for Proposal:

1. JM Engineering is not a national chain or franchise service company, we are a local facility maintenance and engineering firm with highly qualified staff licensed in HVAC systems, electrical systems and electrical engineering. What this means to the County is that highly qualified staff will be assigned to the project at the start and will not change. We will ensure that the same technician that provides 24x7 on-call support will be performing the preventative maintenance. This ensures each technician is qualified and familiar with all HVAC systems in their building. Furthermore, the County will have direct contact with both owners (Jay and Melissa Weinberger) to ensure consistent and adequate resources are provided to fulfill the needs of Williamson County; and,
2. JM Engineering will perform all services in-house with licensed HVAC Technicians with Universal EPA certifications to ensure work is completed properly and safely; thus, maintaining a high level of performance, timely response and consistency on all maintenance and repair services.

EXPERIENCE, BACKGROUND AND QUALIFICATIONS



JM Engineering, LLC is a highly qualified facility maintenance company specializing in HVAC and electrical maintenance, repair and installation services. JM Engineering is a Texas licensed Air-Conditioning, Heating and Refrigeration Contractor, Electrical Contractor and Texas Licensed Professional Electrical Engineering company. We have been in business for 23 years and have current contracts providing HVAC and electrical maintenance, repair and installation services for 19 public agencies listed below all located in Central Texas. JM Engineering's current project backlog is valued at over $38 million, which reflects our expertise, qualifications, depth of resources and ability to provide high quality and prompt services to our customers.

JM Engineering has over 23 years' experience working with public agencies throughout the State of Texas on federally funded local projects ranging from engineering to facility maintenance. The following list of agencies and associated contracts are all current projects where JM Engineering is providing HVAC and/or electrical maintenance and repair services in the Central Texas area. JM Engineering would be glad to provide references for any of these agencies at the County's request:

- Travis County (1 contract)
- Hays County (1 contract)
- City of Austin (3 contracts)
- City of San Antonio (1 contract)
- Texas DPS (3 contracts)
- TxDOT Austin District (1 contract)
- TxDOT TOD (1 contract)
- TxDOT TSMO (1 contract)
- Texas Facilities Commission (1 contract)
- Capital Metro (2 contracts)
- ERS of Texas (1 contract)
- Tx Health & Human Srvs (2 contracts)
- Tx Parks and Wildlife Dept (1 contract)
- Texas Comm on Envi Quality (1 contract)
- UT Applied Research Labs (2 contracts)
- Austin Community College (1 contract)
- Texas State Technical College (1 contract)
- Round Rock ISD (1 contract)

JM Engineering's proposed project team is staffed by twelve licensed personnel with over 175 years of combined commercial and industrial HVAC installation, on-site repairs, troubleshooting, and related HVAC services. These personnel will be involved with the project and the County on a daily basis. The HVAC Services Manager and his staff currently maintain the HVAC systems for Travis County, City of Austin, TxDOT and other local public agencies in the Austin metropolitan area. JM Engineering also has additional licensed HVAC Technicians as well as a Master Electrician and two Journeyman Electricians available to assist when there is an abundance of service calls or when work requires electrical system troubleshooting and repair. These personnel are committed to the project and will be involved from initial diagnosis to final repair to ensure consistency in services.

Business Organization

JM Engineering, LLC has been in business since 2001 and is a limited liability company incorporated in Texas. We are a family-owned small business with offices located in Austin, Round Rock and Buda, Texas. JM Engineering specializes in facility maintenance and engineering design, installation and maintenance of integrated electrical systems. Our facility and equipment maintenance services focus on HVAC, electrical and mechanical preventative and corrective maintenance services with an emphasis on proper work documentation including work orders, preventative maintenance schedules, equipment inventory, site assessments and field reports. Additional facility maintenance services include plumbing, lighting, power generators, UPS, elevators, fire protection and fire suppression systems. JM Engineering is also a Generac, Kohler, Cummins and Briggs & Stratton Authorized Service Dealer for power generators.

Primary Business Experience

JM Engineering's primary business experience is HVAC and electrical maintenance, repair and installation services including large maintenance contracts with Travis County, City of Austin, Texas Department of Transportation, Texas Facilities Commission, Texas Commission on Environmental Quality, Austin Community College and University of Texas – Applied Research Labs. Maintenance services include preventative and corrective maintenance of buildings, equipment, facilities and integrated control systems.

Professional Personnel

All JM Engineering personnel wear company uniforms, carry smart phones, drive company vehicles, speak English and pass a thorough Texas DPS criminal background check and CJIS training. Most technicians carry laptops to access and troubleshoot building automation systems and carry specialized tools to test, evaluate, calibrate and repair most HVAC and electrical systems.

JM Engineering's staff must pass a Texas DPS background check and fingerprinting through IdentoGO as well as CJIS training. This allows us to work at all public agencies including Law Enforcement agencies with access to Criminal Justice Information.

Equipment Resources and Tools

In addition to staffing resources, JM Engineering has an extensive inventory of vehicles, trailers and tools to ensure we can respond quickly, repair almost any equipment failure and provide the services as required by the RFP. Listed below is an inventory of vehicles, trailers and major tools that are available to support the County.

- 2006 Ford F350 Bucket Truck
- 2016 Ram 5500 Bucket Truck
- 2022 Ford F-150 Truck
- 2022 Ford F-150 Truck
- 2022 Ford Ranger XLT Truck
- 2021 Ford Ranger XLT Truck
- 2021 Ford Ranger XLT Truck
- 2021 Ford Transit Van
- 2021 Ford Transit Van
- 2020 Ford Transit Van

- 2020 Ford Transit Van
- 2019 Ford Transit Van
- 2018 Ford Transit Van
- 2018 Ford F-150 Truck
- 2018 Chevy Express Van
- 2017 Chevy Silverado 2500 Truck
- 2017 Chevy Express Van
- 2017 Ford F-150 V-8 Pickup Truck
- 2017 Chevy Traverse
- 2016 Ford Focus SE Hatchback
- 2016 Ford Transit Connect Van
- 2015 Ford Transit Connect Van
- 2013 Ford F150 V-6 Pickup Truck
- 2013 Ford Transit Connect Van
- 2013 Ford Transit Connect Van
- 2013 Ford Transit Connect Van
- 2022 Cargo Trailer (6.8'x12')
- 2022 Enclosed Cargo Trailer (6'x12')
- 2019 6'x12' Landscaping Trailer
- 2017 Gated Cargo Trailer (6' x 12')
- 2015 High Pressure Washing Trailer
- Oil Water Separator
- Landscaping tractor, mower, etc.
- Air Compressor & various power tools
- IR Camera, Megohmmeter & Manometer
- PPE and Safety gear
- Over $50,000 in specialized tools

HVAC Licenses and Certifications

JM Engineering, LLC is a highly qualified HVAC and electrical systems installation, maintenance and repair company specializing in commercial HVAC and electrical systems. JM Engineering has the following Texas licenses:

- TDLR licensed Air-Conditioning, Heating and Refrigeration Contractor;
- TDLR licensed Electrical Contractor;
- Texas Licensed Professional Electrical Engineering firm; and,
- HVAC Technicians have TDLR issued AC Technician licenses and Universal EPA certs.

JM Engineering's TDLR licenses and EPA and OSHA certifications and training are provided in the Appendix at the end of this document.

Current Experience in HVAC Preventative Maintenance

Over the past few years, JM Engineering has become a leader in providing preventative maintenance of HVAC systems for public agencies in the Central Texas area. We currently perform complete preventative maintenance services on monthly, quarterly and/or biannual basis for over 5000 commercial HVAC systems per year.

JM Engineering has developed a tried-and-true Preventative Maintenance Checklist that is completed for every HVAC unit. These checklists are compiled and provided as a report back to the customer with recommendations for repairs and/or inspections. A copy of JM Engineering's HVAC Preventative Maintenance Checklist and Service Ticket are provided in the Appendix at the end of this proposal.

Current and Past Project Experience

Listed in this section are just a few of JM Engineering's current HVAC maintenance contracts with local public sector/government clients that range from $35,000 to $35,000,000 with similar scope to this Request for Proposal.

Travis County HVAC Maintenance Services

JM Engineering is currently providing preventative maintenance, troubleshooting, repair and installation services to Travis County Sheriff's Department primarily focused on the Travis County Correctional Complex in Del Valle (Travis County Jail). Some recent projects already completed include troubleshoot leak and replace evaporator coil on Trane 3.5-ton heat pump, leak check and replace compressor on AAON package unit, replace 51 supply and return grills and associated duct work in Kitchen of Travis County Jail and perform preventative maintenance on four boilers at the Travis County Jail. Working on projects in the Travis County Jail has special requirements, higher level of awareness and background clearances that all our technicians have obtained and experienced working in the Travis County Jail on multiple projects.

Agency: Travis County
Agency Reference: AJ Jalifi; Facilities MRD Manager; 512-854-4788 or 512-917-5459; aj.jalifi@traviscountytx.gov
Project Dates: Started April 2019 with expected completion April 2024
Project Budget: $350,000

City of Austin HVAC Maintenance Services

JM Engineering is currently providing preventative and corrective maintenance services on over 1000 HVAC units for the City of Austin Building Services Department, Parks and Recreation Department, Water Department, Austin Police Department and Austin Energy. Services are work-order based and include 24x7 on-call corrective maintenance support, preventative maintenance, replacement of complete HVAC and electrical systems and installation of new HVAC and electrical systems for various City of Austin facilities.



Agency: City of Austin
Agency Reference: Thomas Hannan; General Maintenance Manager; 512-974-1707; thomas.hannan@austintexas.gov
Project Dates: Started August 2016 with expected completion date of June 2027
Project Budget: $19,561,000

City of Austin Maintenance and Repair Services for Variable Frequency Drives (VFD)

JM Engineering is currently providing preventative and corrective maintenance services on 52 Variable Frequency Drives (VFD) located at ABIA Airport and Central Utility Plant. Services are work-order based and include 24x7 on-call corrective maintenance support, preventative maintenance, replacement of VFD systems and upgrade of existing VFD's.

Agency: City of Austin – Aviation Department
Agency Reference: Eddie Salinas; Airport Systems Maintenance Supervisor; 512-530-2617; eddie.salinas@flyaustin.com
Project Dates: Started August 2019 with expected completion April 2024
Project Budget: $656,000

City of San Antonio Animal Care Facility HVAC Maintenance and Repair Services

JM Engineering is responsible for providing HVAC preventative maintenance and repair services for 20 HVAC systems at the Animal Care Services facility. The systems range from 75-ton package units, 30-ton RTU's, split systems, mini-splits and exhaust fans. The preventative maintenance services are performed quarterly.

Agency: City of San Antonio Animal Care Services
Agency Reference: Ryan Sauter; Sr. Building Maintenance Supervisor; 210-851-6195; ryan.sauter@sanantonio.gov
Project Dates: Started February 2023 through January 2025
Project Budget: $35,000

TxDOT Austin District-Wide HVAC Maintenance Services

JM Engineering is currently providing corrective, preventative and on-call maintenance services on 80 HVAC systems located at 17 facilities throughout the Central Texas area. Services are work-order based and include system upgrades and new installations. HVAC units include various sized units from 1-10 Tons including RTU's and Package Units; multiple York and Carrier chillers; and multiple boilers. JM Engineering performs preventative maintenance on 80 units across 17 campuses districtwide on a biannual basis.



Agency: Texas Department of Transportation – Austin District
Agency Reference: James Albers; Facilities Maintenance Supervisor; 512-696-6477; james.albers@txdot.gov
Project Dates: Started October 2017 with expected completion date of March 2026
Project Budget: $815,176

TCEQ Server Room HVAC Systems Maintenance Services



JM Engineering is in charge of providing corrective, preventative and on-call maintenance of seven Liebert and Trane computer room HVAC systems (CRAC units) at TCEQ's Data Center. The seven HVAC systems consist of five 20 Ton Liebert units (Model DH2990A-AAEI), one 10 Ton Liebert unit (Model VS035ADA0EI346B) and one 5 Ton Trane split system. The seven HVAC systems support TCEQ's statewide server rooms, so they require a high-level of maintenance and 24/7 on-call support services. JM Engineering performs quarterly preventative maintenance services on all the units.

Agency: Texas Commission on Environmental Quality
Agency Reference: Kyle People; Project Manager; 512-239-0866; kyle.peoples@tceq.texas.gov
Project Dates: Started September 2018 with expected completion date of December 2026
Project Budget: $303,800

TFC Facility Maintenance of CPA Data Center



JM Engineering is in charge of providing twenty-four (24) hour, seven (7) day per week full-service maintenance for the HVAC, electrical and fire protection systems for the State of Texas CPA Data Center located at the lower annex of the Lyndon B. Johnson State Office Building. The HVAC system consists of eight Liebert CRAC units, SMARDT chiller, chilled water distribution system, two Armstrong chilled water booster pumps, seven Titus VAV's and condensate and non-potable water system. The electrical system consists of a Cummins 1000kW generator system, automatic transfer switch, two 400kVA UPS systems, power distribution units, remote power panels, transformers, circuit panels and disconnect switches. The fire protection systems maintained include fire detection and alarm systems, FM-200 system and pre-action fire alarm system. In addition to on-call support service, JM Engineering performs quarterly, semi-annual and annual preventative maintenance services on all the systems, equipment and subsystems.

Agency: Texas Facilities Commission
Agency Reference: Ernesto Garcia; Ops Manager; 737-256-0929; Ernesto.garcia@tfc.texas.gov
Project Dates: October 2023 through August 2025 with two optional 2-year extensions
Project Budget: $532,533

TxDOT Toll Operations Division Facility Maintenance



JM Engineering is currently providing facility maintenance services for 11 toll plazas, 1 office building and 45 ramps along the SH 130, SH 45 and MoPac toll roads in Austin, Texas. The total square footage of facilities being maintained by JM Engineering is 1,062,154 SF. The services include both preventative and corrective maintenance provided on a 24/7 basis. The maintenance services cover complete preventative and corrective maintenance on all 401 HVAC systems, electrical switchgear, lighting, building electrical systems, 324 parking light fixtures, 4 elevators, 58 UPS, 52 generators, 54 automatic transfer switches as well as plumbing, fire alarm systems, fire suppression systems, fire extinguishers, painting, high pressure washing of lanes and canopies, landscaping and pesticide services. JM Engineering is on its eighth year of this contract and has not missed a performance metric or been penalized any disincentives on this project.

Agency: Texas Department of Transportation – Toll Operations Division
Agency Reference: Ralph O'Neal; Facilities Maintenance Manager; 512-874-9712; ralph.oneal@txdot.gov
Project Dates: Started November 2013 with expected completion date of June 2027
Project Budget: $34,468,049

UT Applied Research Labs HVAC Maintenance Services



JM Engineering is currently providing maintenance and repair of existing HVAC systems and installation of new HVAC systems at UT Applied Research Labs. Services include on-call corrective maintenance support, upgrade of existing HVAC systems, replacement of complete HVAC and electrical systems and installation of new HVAC and electrical systems for four research labs and two research centers located at JJ Pickle Research Campus and Lake Travis Test Station.

Agency: University of Texas – Applied Research Labs
Agency Reference: Terry Hestand; Facility Manager; 512-835-3767; terry.hestand@arlut.utexas.edu
Project Dates: Started April 2018 with expected completion November 2026
Project Budget: $1,450,000

Quality Program Standards

JM Engineering's Quality Assurance and Control Plan is led by Jay Weinberger. Mr. Weinberger is Vice President and co-owner of JM Engineering. He is also a Texas Licensed Professional Engineer with over 30 years' experience in electrical systems design, installation

and maintenance. Mr. Weinberger will lead the Quality Assurance and Control Plan. As an Owner, Mr. Weinberger ensures that all facets of projects and programs within the company are measured against and maintained at a high level of quality control.

One item that directly impacts quality standards within JM Engineering is how we approach project staffing and execution. JM Engineering ensures we have highly trained staff that are assigned to projects throughout the duration whether it involves preventative maintenance to service calls. This ensures consistency of services, minimal finger-pointing and uniformity to the Customer. More information on JM Engineering's Quality Assurance and Control Program is provided later in this proposal.

Continuing Education Program

JM Engineering provides a Personal Development Program for all employees that maintains their licenses, certifications and provides annual staff development and training. Depending on the employee's area of expertise and level of experience, JM Engineering ensures they attend annual training directly relevant to their technology and position. Furthermore, JM Engineering also pays for all licenses, continuing education required for licenses and renewals. As part of JM Engineering's Safety Program, Quarterly Safety Meetings are held that require all employees to attend. These meetings cover OSHA safety topics, but also cover new technologies and continuing education.

PROPOSED PLAN

Mobilization Plan and Scheduled Maintenance Plan



This section describes how JM Engineering will organize and perform the work as described in the Scope of Work of the Request for Proposal (RFP). JM Engineering's Mobilization Plan will be broken down into the following key steps and will be at the discretion and approval of the County:

1. Transition Meeting – basically a Kick-Off meeting with JM Engineering and the County to discuss the following issues:
    a. Communicate any on-going problems/issues;
    b. Discuss procedures for on-call support including contact numbers and emails;
    c. Discuss preventative maintenance schedule and procedures;
    d. Scheduling of preventative maintenance;
    e. Review and approval of HVAC Preventative Maintenance Checklist;
    f. Review and approval of Service Ticket;
    g. Coordination of building access;
    h. Determine list of equipment still under warranty and obtain contact information;
    i. Discuss current status of any on-going work;
    j. Discuss and review proposed work order documentation; and,
    k. Discuss site assessment and inventory updates.
2. Site Assessment/Preventative Maintenance – as part of JM Engineering's preventative maintenance program and at the discretion of the County, a site assessment and inventory update will be performed to ensure the County's records are accurate and any potential equipment failures are caught prior to significant replacement/repair costs.
3. Quarterly and Seasonal Preventative Maintenance (PM) Schedule – at notice of award, JM Engineering will work with the County to develop a Preventative Maintenance schedule. This schedule will include the quarterly and seasonal inspections. The schedule will ensure each HVAC unit will be completed in the same order to ensure consistent timing between air filter changes and preventative maintenance inspections. Once the schedule is approved, JM Engineering will begin preventative maintenance, giving priority to the systems found in the worst shape.
4. Work Order Documentation – at notice of award, JM Engineering will meet with the County to discuss their method and procedures for issuing work orders, jobs and/or tasks. JM Engineering will review their Service Ticket with the County to ensure the required information is collected and documented for each service call. Weekly or monthly reports can also be generated to help track work orders from issuance to resolution. At the discretion of the County, JM Engineering can also track and report on KPI's to monitor and report on performance and track trends in equipment failures.
5. Project Documentation – find it, organize it and make it available for reference.

6. Identification of Critical / Problem Areas – based on the site assessment and inventory update, JM Engineering will provide an updated inventory and list of critical/problem areas to the County.
7. Begin Preventative Maintenance and On-Site Support Services.

Even though it is not a part of this service plan, JM Engineering believes there are benefits in having the qualifications, experience and licensing of a Professional Electrical Engineer and Electrical Contractor to support the County's HVAC systems at their discretion.

Staffing and Organization Plan

JM Engineering's proposed project team is staffed by 12 Texas licensed personnel with an average of 18 years of experience in commercial and industrial HVAC and electrical systems. All of JM Engineering's HVAC Technicians and Electricians are licensed by TDLR. Also, the AC Technicians carry a Universal EPA certification for refrigeration.

All staff proposed are available and have the capacity to fully dedicate themselves to this project to ensure it is completed on schedule and within budget. Furthermore, the personnel are committed to the project and will be involved from the Kick-Off Meeting to the After-Hours Emergency Calls to ensure consistency throughout the project.

The following Key Project Personnel are introduced along with a short summary of qualifications and experience.

Program Manager and Quality Assurance Manager

Jay Weinberger, PE has more than 30 years of experience as an electrical engineer and project manager in both the public and private sectors. Mr. Weinberger is a Texas licensed Professional Electrical Engineer. His engineering experience includes projects ranging from $25,000 to over $15 million. In addition, he has over 18 years' experience managing HVAC, electrical and generator equipment installation and maintenance contracts; 20 years' experience in systems engineering; 15 years' experience in PS&E design and 5 years' experience in facility planning.

HVAC Technical Expert

Chad Liesman has more than 28 years' experience in industrial and commercial maintenance and operations services including HVAC, electrical, mechanical and plumbing. Mr. Liesman is a Texas licensed Air Conditioning and Refrigeration Contractor as well as a Journeyman Electrician. Chad has extensive experience as a Project Manager managing large projects, technicians, training programs and maintenance online management systems. His experience includes managing multiple HVAC conversions on large commercial office buildings, replacement of HVAC chillers, DX HVAC units, air handlers, VAV boxes, DDC controls and commissioning equipment. He has developed and managed Safety Programs based on OSHA guidelines for all his projects. Mr. Liesman possesses a unique and effective mix of technical and

management skills in the fields of installation, maintenance and operations. Mr. Liesman is JM Engineering's Safety Officer.

HVAC Service Manager

Ronald Holman has over 32 years' experience in HVAC, electrical and plumbing systems installation, upgrades, maintenance and repair services for the commercial industry in the Central Texas Area. Mr. Holman has a TDLR issued Class A Air Conditioning and Refrigeration Contractor License as well as a Universal EPA Certification. Mr. Holman specializes in large commercial applications that require the use of advanced troubleshooting skills. He is a hard-working individual that excels in customer relations and is willing to go the extra mile to ensure customer satisfaction. He is a team player who prides himself on getting the job done in a manner that is productive for both the company and the customer.

Sr. HVAC Technicians

Dennis Oliver has over 26 years' experience in HVAC, electrical and plumbing systems installation, upgrades, maintenance and repair services for the commercial industry. Mr. Oliver has a TDLR issued Class A Air Conditioning and Refrigeration Contractor License as well as a Universal EPA Certification. Mr. Oliver specializes in large commercial applications that require the use of advanced troubleshooting skills. He is a hard-working individual that excels in customer relations and is willing to go the extra mile to ensure customer satisfaction. He is a team player who prides himself on getting the job done in a manner that is productive for both the company and the customer.

Jacob Barker has over 16 years' experience in maintenance, repair and installation of commercial HVAC systems including chillers. Mr. Barker is a TDLR registered AC Technician with a Universal EPA Certification. He has worked on all varieties of HVAC systems from chillers, RTU, package units, mini-splits, VAV boxes, exhaust fans, boilers, etc. He has extensive experience in Data Aire, Trane, Carrier, Ruud, American Standard, York, Liebert, Rheem, Friedrich, Daikin, Mitsubishi, Temtrol and Greenheck equipment. Mr. Barker also has a Bachelor of Science degree obtained from Tarleton State University in May 2012.

Master Electrician

Lucian Kuqi has over 17 years' experience in commercial and residential installation, maintenance and repair services of electrical systems including solar power, generators, UPS and electronics. Mr. Kuqi is a TDLR licensed Master Electrician and JM Engineering's Master of Record. He has managed hundreds of projects from start to finish ahead of schedule and under budget. Mr. Kuqi has excellent communication skills with people at all levels, can solve technical problems in a resourceful manner, can lead others and work efficiently and productively to meet the customer's needs. His core skills and competencies:

- Master Electrician in Texas and Massachusetts and OSHA 10 certified;

- Installation of hundreds of residential wiring projects (remodels and new construction);
- Installation of hundreds of commercial and residential solar projects;
- Excellent knowledge of NEC, IBC and local electrical and building codes;
- Team leadership, problem solving skills, excellent management of crises situations; and,
- Self-educated with excellent knowledge of IT and computer systems, apps and programs.

Organizational Chart

JM Engineering's Organizational Chart is provided on the following page as Figure 1. All staff listed on the chart are full-time, permanent JM Engineering employees that work out of the Austin Field Office. Each Manager/Supervisor has at least 20 years' experience in HVAC and electrical systems. The AC Technicians have an average of 14 years of experience in installation, maintenance and repair of residential, commercial and industrial HVAC and electrical systems. All proposed staff are licensed by the State of Texas. All HVAC Technicians and Managers carry Universal EPA certifications and have attended numerous training classes in various HVAC technologies, equipment and manufacturers.

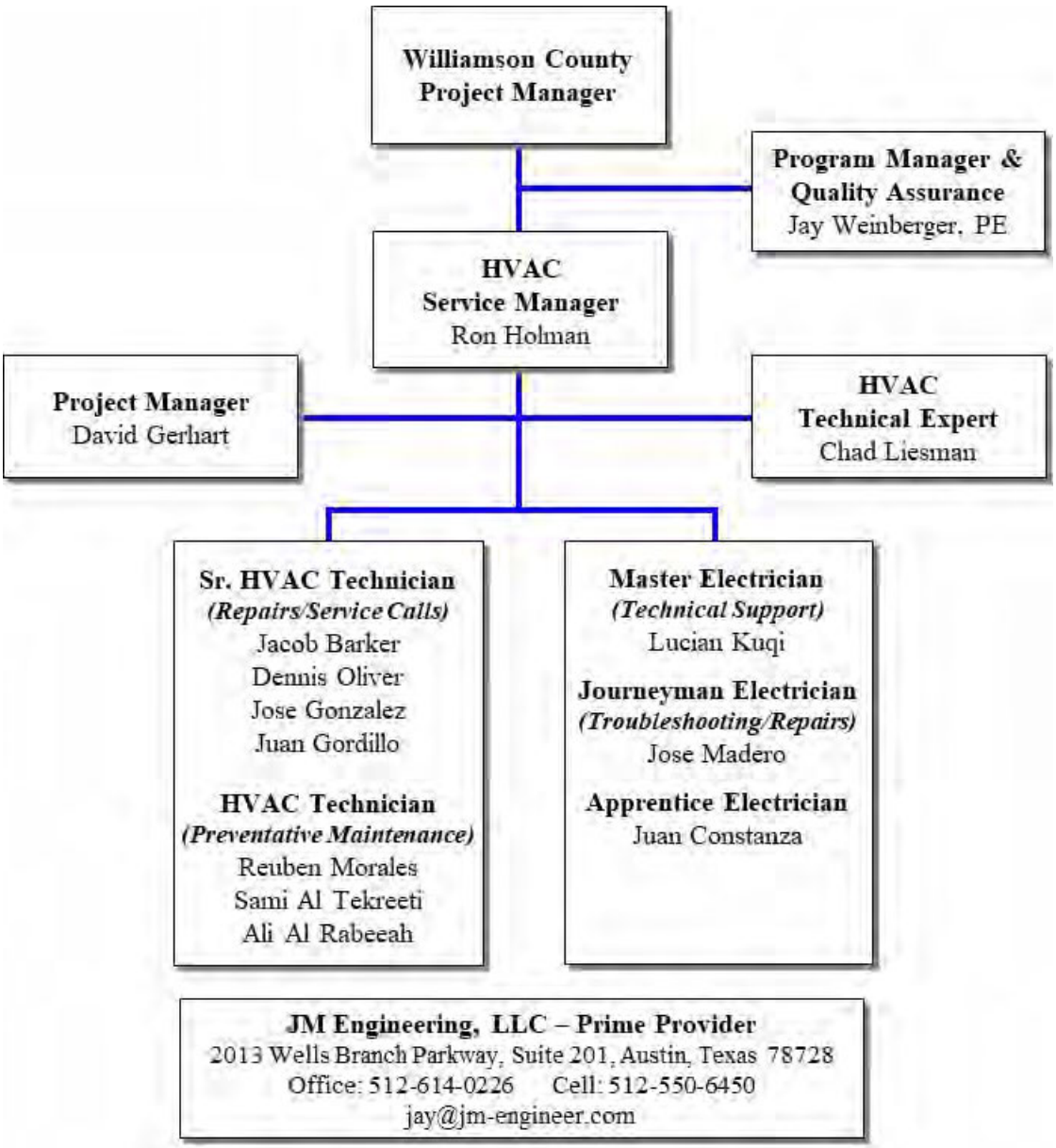


Figure 1 – JM Engineering's Organizational Chart

Quality Control (QC) Program

JM Engineering's Quality Assurance and Control Plan is led by Jay Weinberger. Mr. Weinberger is Vice President and co-owner of JM Engineering. He is also a Texas Licensed Professional Engineer with over 30 years' experience in electrical systems design, installation and maintenance. Mr. Weinberger will lead the Quality Assurance and Control Plan.

Mr. Chad Liesman will oversee and review HVAC systems installation on this project to ensure all local codes, industry standards and safety requirements are followed. Mr. Liesman is the Operations Manager with JM Engineering and serves as Safety Program Manager. He is a Texas

Licensed Air Conditioning and Refrigeration Contractor and has over 25 years' experience in industrial and commercial HVAC maintenance and operations services.

As HVAC Services Manager, Mr. Ron Holman will provide daily supervision and oversight of all work and will report back to Mr. Liesman on any issues or reports. Mr. Holman is also a Texas Licensed Air Conditioning and Refrigeration Contractor with over 32 years' experience.

JM Engineering's Quality Assurance and Control Plan implements checkpoints and gates throughout the construction process to ensure the Quality Assurance Managers can review and approve proposed materials, installations and safety measures. Some examples of checkpoints on this project that involve reviews/approvals by Quality Assurance Managers are listed below:

- Shop Drawing Submittals for Equipment Proposed
- Proposed Installation Schedule
- Infection Control Plan and Permit (if applicable)
- Safety and Noise Reduction Measures Implemented
    - Outside Construction Fencing and Inside Room Barriers
    - Dust Management - Sealing of Doorways, Windows and AC Vents
    - Dust Control During Drilling (spray bottle/shaving cream)
    - Electrical Lock Out Tag Out
    - Personal Protective Equipment (PPE) including face masks and gloves
- Construction/Installation Checkpoints
- JM Engineering's Installation Inspection by Quality Assurance Managers
- County Inspection and Acceptance
- Factory Turn-On Including Start-Up Logs
- Training Plan
- Final Equipment Documentation including As-Built Drawings
- Refrigeration Logs and Completed Service Tickets

Each one of these checkpoints will be measured against the contract requirements and JM Engineering's Quality Assurance and Control Plan and Safety Program. Means of measurements will pass or fail along with recommendations for fixes/improvements to ensure the project moves forward with minimal delays. Each of these checkpoints and associated gates will ensure JM Engineering's Quality Assurance Program is being implemented and followed properly along with guidance and oversight from the Quality Assurance Managers.

Customer Service Plan



Customer Service Department – JM Engineering's Customer Service Department is managed by JM Engineering's Operations Manager, Mr. Chad Liesman and day-to-day operations are handled by our HVAC Service Manager, Mr. Ron Holman. The typical office hours are from 7am to 3:30pm, Monday – Friday; however, we can modify our schedule to meet the County's requirements. Furthermore, all our employees are available to work non-regular business hours, overtime, weekends and holidays as needed. JM Engineering's Customer Service Department is run entirely by full-time, permanent JM Engineering employees – *no services are subcontracted out*. There are a total of 16 service technicians that support JM Engineering's Customer Service Department including 24/7 on-call support.

After-Hours Customer Service – JM Engineering has been providing 24/7 on-call facility maintenance support which includes HVAC and electrical systems for many public agencies in the Central Texas area since 2014 with a 2-hour response time for emergency calls. All our technicians take their company vehicles home, carry Smartphones, HVAC tools and spare parts with them so they are always prepared and equipped to make after-hour calls.

Furthermore, regarding maintaining a telephone dispatch system for 24/7 on-call support, JM Engineering has multiple maintenance contracts requiring 24/7 on-call support services for Travis County, Hays County, City of Austin, Texas Department of Transportation, Texas Facilities Commission, Texas DPS, TCEQ, Texas Employee Retirement System and Resort Lifestyle Communities. We have numerous local technicians in Round Rock, Austin, Hutto, Taylor, Elgin and Buda that can provide 24/7 on-call support with a 2-hour response time for emergency calls.

Service Call Prioritization and Escalation – Service call prioritization and escalation depends on the customer's requirements; however, JM Engineering typically assigns up to 4 priority levels to service calls which further defines their priority and escalation. A Priority 1 service call is an emergency service call that requires a 2-hour onsite response time on a 24/7 basis. A Priority 2 service call is also an emergency service call that requires a 6-hour onsite response time on a 24/7 basis. A Priority 3 service call requires a response time by the next business day and resolution within 7 calendar days. A Priority 4 service call requires a response time within 7 calendar days and resolution within 30 calendar days. All these prioritizations, response and resolutions times can be modified at the discretion of Williamson County.

At JM Engineering, all service calls get assigned to the service technician responsible for the customer and/or facility. The customer would contact the JM Engineering technician directly through his/her company Smartphone. The technician would then respond based on the priority of the service call. Each JM Engineering technician has the authority, training and experience to resolve each service call. If a part or material is not available, each JM Engineering technician has a company credit card to purchase parts at any supply house to complete the repair.

Furthermore, if the technician needs to escalate the service call, they have a procedure to follow to notify their Supervisor and if necessary, escalate to the Operations Manager and then Vice President if needed.

Capability to Service Multiple County Facilities – JM Engineering is very familiar with public agencies and their processes, permitting, sign in/out procedures, quote process, PO process and invoicing. With this successful experience, JM Engineering will already be ahead of the competition and able to respond to the County's needs quicker, more efficiently and properly as expected.



Furthermore, JM Engineering's personnel are full-time, permanent employees trained and licensed to provide HVAC maintenance and repair services. Our technicians are assigned to projects/customers and stay with them to project completion to ensure consistency of services to the customer and equipment familiarity.

JM Engineering will be able to meet project timelines by providing adequate staff to perform the job, having additional well-qualified and licensed technicians as back up and oversight by the Project Manager who is also co-owner of JM Engineering. As co-owner of the company, Mr. Weinberger will have the ability to shift resources to ensure project timelines are always met.

During certain times of the year, we expect multiple corrective maintenance service calls and, if needed, JM Engineering can provide additional technicians to assist the team in meeting our schedule on each service call. Our depth of local highly qualified and licensed technicians will allow JM Engineering to provide additional resources as needed to assist with troubleshooting and repairing difficult or major HVAC issues.

Reporting Documentation – All service calls, maintenance and repairs performed by JM Engineering are documented on a Service Ticket. A sample of the Service Ticket is provided in the Appendix at the end of this proposal. Prior to finishing the job and leaving the job site, JM Engineering completes the service ticket, has the customer sign or initial it and leaves a copy with the customer. Since the service ticket is a triplicate carbon copy, the second copy is provided back to the customer's Project Manager and the last copy is filed and maintained by JM Engineering as project documentation. Sometimes at the discretion of the customer, JM Engineering can also provide electronic copies of the service tickets back to the customer's Project Manager and/or as back up to the invoice.

Another form of project documentation is JM Engineering's PM Checklist which is used to perform and document all preventative maintenance performed on each HVAC unit. A sample of JM Engineering's PM Checklist is provided in the Appendix to illustrate the standard tasks

and checks that JM Engineering performs on all its HVAC preventative maintenance. This checklist can be modified at the County's discretion.

The key points of contact for JM Engineering are provided below. Additional information will be provided upon award of the contract and/or at the Kick-Off Meeting.

JM Engineering's Account Representatives:

- Name: Jay A. Weinberger, PE
- Title: Program Manager and QA/QC Manager
- Office Location: 1314 Hillridge Drive, Round Rock, Texas 78665
- Mailing Address: 1314 Hillridge Drive, Round Rock, Texas 78665
- Fax Number: 512-614-0226
- Email: jay@jm-engineer.com
- Office Phone: 512-614-0226
- Cell Phone: 512-550-6450

- Name: Chad Liesman
- Title: Operations Manager (HVAC Technical Expert)
- Office Location: 14800 ½ SB, N Mopac, Austin, Texas 78728
- Mailing Address: 1314 Hillridge Drive, Round Rock, Texas 78665
- Fax Number: 512-614-0226
- Email: chad.liesman@jm-engineer.com
- Office Phone: 512-874-9245
- Cell Phone: 512-966-3959

Service Request Information - Service request shall be placed via Phone or Email.

- Name: Ron Holman
- Title: HVAC Service Manager
- Office Location: 2013 Wells Branch Parkway, Suite 201, Austin, Texas 78728
- Mailing Address: 1314 Hillridge Drive, Round Rock, Texas 78665
- Fax Number: 512-614-0226
- Email: ron.holman@jm-engineer.com
- Cell Phone: 512-783-5065

Safety and Spill Plan

Safety is a top priority for JM Engineering and all its employees. Safety guidelines and procedures are provided through the company's Safety Manual, Monthly Safety Meetings, company issued PPE and annual company stipend for steel-toed boots for all employees. A copy

of JM Engineering's Safety Manual can be provided at the request of the County. Some additional information on JM Engineering's safety record is listed below:

1. JM Engineering has never had any OSHA exceptions or citations issued to the company;
2. JM Engineering's OSHA Recordable Incident Rate over the past two years is 3.5; and,
3. JM Engineering's current Safety Policies and Procedures concerning all employees, crews, and equipment proposed for the execution of this contract are contained in the company's Safety Manual which is reviewed through Safety Topics covered in our Monthly Safety Meetings with all employees.

Environmental Standards/Practices

The environmental impact of refrigeration is extremely important to JM Engineering. For this reason, all of JM Engineering's HVAC Technicians have Universal EPA Certifications, adhere to JM Engineering's Safety Manual and are required to complete refrigeration logs for any recovery or use of refrigeration on HVAC systems. On every job/service call, Technicians are required to complete a Service Ticket onsite prior to leaving the job site. On the back of each Service Ticket is a log that documents refrigeration use, leaks, recovery and unintentional venting. This log on the back page of each service ticket is filed and saved at our office for documentation purposes to meet OSHA requirements. A sample of JM Engineering's Service Ticket is provided in the Appendix at the end of this proposal.

JM Engineering's technicians are properly trained and licensed HVAC Technicians with Universal EPA certifications ensuring they know how to handle specialized tools and refrigeration while performing service calls, preventative maintenance tasks and system upgrades/installations. Furthermore, JM Engineering does not hire specialized labor only for the duration of each project. All of JM Engineering's staff are full-time, permanent employees. As the workload increases, JM Engineering hires additional qualified and licensed full-time, permanent employees to ensure we provide a safe, consistent and highly qualified level of service to all our customers.

Training Plan

JM Engineering provides a Personal Development Program for all employees that maintains their licenses, certifications and provides annual staff development and training. Depending on the employee's area of expertise and level of experience, JM Engineering ensures they attend annual training on HVAC technologies relevant to the projects and Customers they service. Furthermore, JM Engineering also pays for all licenses, continuing education required for licenses and renewals. As part of JM Engineering's Safety Program, Quarterly Safety Meetings are held that require all employees to attend. These meetings cover OSHA safety topics, but also cover new technologies and continuing education.

Tools and Parts

JM Engineering has an extensive inventory of vehicles, trailers and tools to ensure we can respond quickly, repair almost any equipment failure and provide the services as required by the RFP. JM Engineering has 25 company vehicles, 5 trailers, oil water separator, air compressors and various power tools, IR camera, megohmmeter, manometer and over $50,000 in specialized HVAC and electrical tools. Each Service Technician takes their company vehicle home and carries a Smartphone so they can quickly respond to service calls on a 24/7 basis. Furthermore, JM Engineering carries an extensive inventory of air filters, belts and HVAC replacement parts including capacitors, switches, contactors, etc. to ensure we can provide 24/7 service and repair.

Warranty

JM Engineering provides a standard one-year warranty for all parts and labor provided. If the manufacturer provides an extended warranty (i.e., 5-year warranty on a compressor), these warranties will be provided to the County.

Value Added Services

As an Engineering and facility maintenance company, JM Engineering brings over 20 years' experience in managing infrastructure for public agencies with fixed budgets and reduced resources. Based on this experience, JM Engineering will bring to the team fresh ideas to provide dynamic and proactive maintenance of the County's HVAC systems as well as find opportunities to save the County money, upgrade their infrastructure and improve the overall efficiency of the HVAC systems. Of course, all these value added services can be provided at the discretion of the County.

JM Engineering brings qualifications as a Texas licensed Professional Engineering company that can provide additional engineering services at the discretion of the County.

JM Engineering is also a TDLR licensed Electrical Contractor and an authorized Cummins, Kohler, Generac and Briggs & Stratton power generator sales, service and installation dealer that can provide warranty repairs, maintenance and installation services for all sizes and brands of generators.

To further highlight our qualifications, JM Engineering has provided the following two distinct advantages that separate us from the rest of the competition on this Request for Proposal:

1. JM Engineering is not a national chain or franchise service company, we are a local facility maintenance and engineering firm with highly qualified staff licensed in HVAC systems, electrical systems and electrical engineering. What this means to the County is that highly qualified staff will be assigned to the project at the start and will not change. We will ensure that the same technician that provides 24x7 on-call support will be performing the preventative maintenance. This ensures each technician is qualified and familiar with all HVAC systems in their building.

Furthermore, the County will have direct contact with both owners (Jay and Melissa Weinberger) to ensure consistent and adequate resources are provided to fulfill the needs of Williamson County; and,

2. JM Engineering will perform all services in-house with licensed HVAC Technicians with Universal EPA certifications to ensure work is completed properly and safely; thus, maintaining a high level of performance, timely response and consistency on all maintenance and repair services.

Financial Capabilities

JM Engineering, LLC is in good financial standing and current in payment of all taxes and fees including state franchise fees. JM Engineering's Dun and Bradstreet Business Information Report can be provided at the request of the County.

JM Engineering also maintains a savings account valued at $1,300,000 at the time of this proposal that are invested in Ultra Short Bond Funds (Class A) that are easily accessible if needed to financially assist the company. However, in the history of the company, JM Engineering has never had to access savings to cover business or operations. Copies of financial statements to demonstrate financial stability can be provided at the County's request.

APPENDIX

The following documents are included as required by the solicitation and to provide additional information in support of JM Engineering's proposal. Each section is provided as a separate attached file with the file name matching the list below.

A. JME PM Checklist and Service Ticket
B. JME Licenses and Certifications

TICKET NO: 1051

JME

JM ENGINEERING, LLC

service@jm-engineer.com
www.jm-engineer.com

2013 Wells Branch Pkwy, Ste 117
Austin, TX 78728
512-614-0226

Date: _____/_____/_____

JOB NUMBER: _____

MATERIALS

PO# / INVENTORY #	QTY.	DESCRIPTION	EACH	EXTENDED

Total Materials

LOCATION OF WORK

Name			Customer W.O. #
Street			City
State	Zip Code	Phone	Customer P.O. #

Work To Be Performed

MAKE	MODEL NUMBER	SERIAL NUMBER	AREA SERVED

T&M CUSTOMER ☐ MAINTENANCE CUSTOMER ☐ PROPOSAL ATTACHED ☐ COMPLETE ☐

WARRANTY WORK ☐ OTHER _____ ☐ N/C PER: _____ INCOMPLETE ☐

DESCRIPTION OF WORK PERFORMED:

Truck # | Cylinder #

INSTRUMENT AND MATERIAL USAGE CHARGES

Torch Use ☐	Electronic Leak Detector ☐	Electrical Connectors Used	
Vacuum Pump Use ☐	Ultra-Violet Leak Detector ☐	Electrical Wiring / Comp.	
Recovery Machine Use ☐	Bubbles Leak Detector ☐	Hardware Use	
Lbs of Freon Disposal _____	Nitrogen Use/Tons Used _____	Tape/Air Sealant/Adhesive ☐	
# Solder Sticks Used _____	Fuel Surcharge _____ ☐	TOTAL FEES	

Technician	Dispatch	Arrival	Lunch	Complete	Total Hours
	☐ AM ☐ PM	☐ AM ☐ PM		☐ AM ☐ PM	
	☐ AM ☐ PM	☐ AM ☐ PM		☐ AM ☐ PM	
	☐ AM ☐ PM	☐ AM ☐ PM		☐ AM ☐ PM	
	☐ AM ☐ PM	☐ AM ☐ PM		☐ AM ☐ PM	
	☐ AM ☐ PM	☐ AM ☐ PM		☐ AM ☐ PM	

MATERIAL TOTALS	$
TOTAL INSTRUMENT and MATERIAL USAGE CHARGE	$
TOTAL LABOR	$
EPA ENVIRONMENTAL COMPLIANCE	$ 3.50
TRUCK CHARGE	$
SUB TOTAL	$
SALES TAX (if applicable)	$
TOTAL INVOICE	$

PAYMENT BY: | P.O. # | CASH ☐ | BILLABLE ☐

TDL # | CHECK # | EXP. DATE

VISA ☐ MasterCard ☐ ☐ DISCOVER ☐ | EXP. DATE

CREDIT CARD # | AUTH #

TERMS OF SALE - Payment due 30 days from invoice date. Accounts must be paid in full at our office in Austin, Texas by 30 days from invoice date or account will be made C.O.D. All invoices outstanding after the 10th of the month are subject to a finance charge. This finance charge is computed at a rate of 1.5% per month or an annual rate of 18%. All collection costs, reasonable attorney fees, and reasonable court cost incurred in collection of this invoice are payable in full by buyer.

X _____ / _____

I have authorized the above work and agree to pay for services requested. PRINT NAME

PARTS AND LABOR WARRANTED DURING NORMAL WORKING HOURS 7:00 A.M. TO 3:30 P.M. MON-FRI. SOME EXCEPTIONS MAY APPLY PER MANUFACTURER'S WARRANTY. SEE BACK FOR ADDITIONAL WARRANTY INFORMATION.

CHECKLIST

☐ **COMPRESSOR**

Suction _____ PSI
Head _____ PSI
Superheat _____ Degrees
Subcooling _____ Degrees
Oil Pressure _____ PSI
RLA _____ Actual _____
Volts _____ Phase _____
- ☐ Electrical Connections
- ☐ Contactor Tight & Clean
- ☐ Oil Level & Condition

☐ **CONDENSER COIL**

- ☐ Coil Clean & Fin Cond. OK

ENT _____ F LVG _____ F

☐ **EVAPORATOR COIL**

- ☐ Coil Clean & Fin Cond. OK

ENT _____ F LVG _____ F

☐ **AIR FILTERS**

- ☐ Cleaned _____ Replaced _____

☐ **FAN & MOTOR**

RLA _____ Actual _____
Volts _____ Phase _____
- ☐ Electrical Connections
- ☐ Contactor Tight & Clean
- ☐ Fan Pulleys (Adjust Belt)
- ☐ Check Bearings & Motor

☐ **CONDENSATE AREAS**

- ☐ Inspect & Clean Drain Pan
- ☐ Inspect & Clean Drain Line

☐ **THERMOSTAT & CONTROLS**

- ☐ Check, Inspect & Calibrate

Setpoint Cool _____ Heat _____

☐ **ELECTRIC HEATERS**

KW _____ RLA _____ Actual _____
Volts _____ Phase _____
- ☐ Electrical Connections
- ☐ Contactor & Controls OK

☐ **CHILLER & BOILER TEMPS.**

CHWS _____ F CHWR _____ F
HWS _____ F HWR _____ F
CWS _____ F CWR _____ F
- ☐ Panels Secured _____
- ☐ Outdoor Temp. _____
- ☐ Gas Pressure _____ W.C.
- ☐ Heat Exchanger _____
- ☐ Disconnect ON _____
- ☐ Other _____
- ☐ Other _____

Job No.: _____ **Date:** _____

CUSTOMER

Customer (Company) Name: _____

Location: _____
Address City State Zip

Contact: _____
Name Title Telephone Number

UNIT

Model No.: _____ Description: _____
Serial No.: _____ Refrigerant Type: _____
Location: _____ Design Refrigerant Charge: _____
Unit No.: _____ Truck # / Cylinder #: _____

LEAK IDENTIFICATION

Leak Location and Description: _____
Repaired: ☐ Yes ☐ No Refrigerant Amount Used: _____
If No – Explain: _____
Status: _____
Comments: _____

RECOVERY

Equipment Used: _____
Amount Recovered: _____
Re-Installed: ☐ Yes ☐ No
If No – Explain Disposition: _____

UNINTENTIONAL VENTING

Describe Situation: _____
Corrective Action(s): _____

Approximate Refrigerant Amount Verified

CUSTOMER NOTIFICATION

If deficiencies/discrepancies noted are not corrected, you may be in violation of federal/state clean air regulations.

Total Amount Refrigerant Used _____
Percent Design Charge _____ %

Comments: _____
Service Representative: _____
Date
Acknowledged by: _____
Customer Signature Title Date

HVAC Preventative Maintenance Checklist

Work Order No: _____ **Technician:** _____

Address: _____ **Date:** _____

_____

Unit Number: _____

Unit Make & Model: _____

Activities to be Performed	Yes	No	N/A	Comments/Repairs Needed
Clean/wash condenser coils, if necessary. Were coils washed? Clean coils with biodegradable foaming cleaner, rinse and remove any debris from bottom of condensing unit.				
Clean/wash evaporator coils, if necessary. Were coils washed? Clean coils with self-rinsing foaming cleaner, clean out pan, wipe down fan blades and reseal housing.				
Clean drain pan and utilize condensate pan treatment tablets.				
Blow out drain line from unit to building drain.				
Check drive belt on air handler and replace if necessary. Was the belt replaced?				
Grease fan motor and blower shaft bearings.				
Check heater operation (turn on and verify operation)				
Gas Heat - check heater safeties and clean heat exchangers				
Electric Heat - check heater elements				
Check/replace air filters, if necessary. Were air filters replaced?				
Check sight glass for bubbles. Were any bubbles seen in the sight glass? If bubbles are seen in the sight glass, discuss this with Lead HVAC Technician or Manager.				
Verify that all Cushioned Clamps are in good condition, are properly installed, rubber insert is in good condition and clamping bolt is tight. Were any Cushioned Clamps tightened or replaced? If so, describe in comment section.				
Look for rust areas on unit, paying particular attention to sight glasses and liquid line driers. Brush lightly with small steel brush, then touch up with ZRC galvanize paint.				
Secure all unit panels before leaving job site. Are all panels secure and all screws in place?				
Put unit back into the normal operating mode before leaving job site. Is the unit in the normal operating mode?				
Clean area around units serviced (no trash). Is area around the unit clean?				

Filter Size	QTY	Belt Size	QTY

Additional Comments:

Service Representative: _____

Signature *Date*

Acknowledged by Customer: _____

Signature *Date*

TEXAS DEPARTMENT OF LICENSING & REGULATION

Texas Department of Licensing and Regulation

Result Listing

Name and Location	Other Information
LIESMAN, MATTHEW CHAD JM ENGINEERING LLC County: WILLIAMSON No DBA found	**Air Conditioning/Refrigeration Contractor** License #: TACLA00036737C Expiration Date: 03/22/2024 Type: AC License Status: Active

Search Again | Back

Privacy and Security Policy | Accessibility | Open Records Policy | Link Policy
Compact with Texans | Report Suspected Fraud, Waste, or Abuse | Texas.gov | Statewide Search
Texas Homeland Security | Texas Transparency | Texas Veterans Portal | Contact TDLR

Distribution

9 August 2023

To Whom It May Concern,

CERTIFICATION

As of the date hereof, we hereby certify that JM Engineering, LLC, domiciled at 2013 Wells Branch Parkway Austin, Texas 78728 is an authorized Cummins Dealer for the Product(s), Service Level(s), and Market Application(s) identified in Schedule 1 attached hereto.

As a Dealer of the Product(s), the Company has the authority to sell, service, manage any warranty program, sign sales and service contracts, and render information with respect to the Product(s) as specified in Schedule 1.

Sincerely,

Kirby Barnett

Kirby Barnett
CSSNA Channel Readiness Leader

Cummins Inc.
301 E Market St,
Indianapolis, IN 46204
channelreadiness@cummins.com

Distribution

Schedule 1

Products	Service Level	Market Application
HSB INSTALLATION	INSTALLATION	HOME AND SMALL BUSINESS
HSB REPAIR	REPAIR	HOME AND SMALL BUSINESS
HSB SALES	SALES	HOME AND SMALL BUSINESS

Generac Power Systems, Inc.
S45 W29290 Hwy. 59
P.O. Box 8
Waukesha, Wisconsin 53187

P (262) 544-4811
F (262) 544-1241

March 16, 2016

JM Engineering LLC.
1314 Hillridge Drive
Round Rock, TX 78665

Attn: Jay Weinberger,

Congratulations on becoming a Generac Service Dealer! Your dealer number is **11119319.** A copy of your signed service agreement is included in this packet for your records. As a new dealer with us, there are a few pieces of important information you will need. Please take a moment to read this letter in its entirety to ensure a positive experience as a new service dealer.

You should already have received a User ID and temporary password for our secure, dealer only website – GENservice. GENservice will be your source for the most up-to-date information going forward. Visit www.generac.com, click on the GENservice link at the bottom of the page and log in with your User ID and password. On GENservice you are also able to:

- Parts look-up, order parts, view order history, and process online returns
- Register/activate your products & file warranty claims
- Verify technician status & schedule factory/field training
- Download diagnostic & installation manuals
- Receive the latest Information Bulletins
- And much more!

As an authorized Generac Service Dealer your company name is now listed on our Dealer Locator *. Check out the residential/commercial service dealer locator at www.generac.com. *(* Only if selected on your service agreement)*

Included in this packet is a copy of the General Service Requirements Policy and General Service Policy. Please review all material to become familiar with our policies and procedures. The most up-to-date versions will be posted on GENservice under Documents/Service Documents/ Policy and Requirements.

To contact the Service Department – Service Dealers Only

Office Hours: Monday – Friday 8am to 5pm CST
Phone: 800-883-7535 **Fax:** 262-472-6515
****Always have your dealer number and serial number available!**

- **Option 1 for Parts** **Email: rescomdealerparts@generac.com**
  - Parts verification & questions
  - *All orders must be placed on GENservice*
- **Option 2 for Parts Service Support** **Email: rescomdealerparts@generac.com**
  - Parts order status, tracking of orders & order related questions
- **Option 3 for Service** **Email: service@generac.com**
  - Troubleshooting assistance & control numbers (refer to the General Service Policy)
- **Option 4 for Warranty** **Email: warranty@generac.com**
  - Registration/activation questions, warranty period, questions on claims
  - *All warranty claims must be filed on GENservice*

If you have any questions concerning your account or GENservice login issues, feel free to contact us at genservice@generac.com.

Thank you for your business!
Generac Service Operations Department

Jay Weinberger

From: Deric Gregg <dgregg@loftinequip.com>
Sent: Sunday, March 07, 2021 7:31 PM
To: Jay Weinberger
Cc: Deric Gregg
Subject: Kohler dealership

You guys are back in the Kohler system. You should get an email from Kohler shortly. Your Kohler dealer number is BP#3556949

Deric Gregg
Sales Manager

dgregg@loftinequip.com

o: (210) 881-1623 ex 402 | c: (210) 722-9546
loftinequip.com

DocuSign Envelope ID: 7D0D4743-2FE5-48E8-B109-949BC5A62AFB

ENERGY SOLUTIONS DEALER AGREEMENT

In accordance with all of the terms and conditions of this Dealer Agreement (the "*Agreement*"), the dealer identified above ("*Dealer*") wishes to obtain the rights to sell Seller's Products for the initial term of this Agreement and any renewals thereof, solely from the location(s) identified herein (each, a "Location").

Effective Date (mm-dd-yyyy)	08/23/2022	
Legal Name of Dealer	JM Engineering, LLC	
Dealer Principal Address (Street Address, city, state, zip code)	1314 Hillridge Drive, Round Rock, Texas 78665	
Place of Organization (State or country where the Dealer is registered)	Texas, USA	
Type of Entity	☐ Sole Proprietorship ☐ Partnership ☒ LLC ☐ Corporation Other _____	
Other Dealer Location(s)	2013 Wells Branch Parkway, Suite 117, Austin, Texas 78728	
Shipping Address	2013 Wells Branch Parkway, Suite 117, Austin, Texas 78728	
Seller's Principal Address	Briggs & Stratton, LLC a Delaware limited liability company 12301 W. Wirth Street Wauwatosa, WI 53222-0702	
Legal Notice Legal Notices must be sent to the Principal Address, unless a different address is specified in the Legal Notice section	For Buyer: 1314 Hillridge Drive, Round Rock, Texas 78665	For Seller: Legal Notices must be sent to the Seller's Principal Address and emailed to the generalcounsel@basco.com

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

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.

After award and as individual projects are identified, awarded Contractor(s) will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Hourly Rate
1. Supervisor / Project Manager	$ 109.00
2. HVAC Journeyman Technician	
a. Regular Hours (6 am – 6pm)	$ 98.00
b. After Regular Hours (6:01 pm – 5:59 am)	$ 121.00
c. Weekends or County approved Holidays	$ 121.00
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 121.00
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 121.00
f. Emergency Response on Weekends or Approved Holidays	$ 121.00
3. HVAC Apprentice Technician	
a. Regular Hours (6 am – 6pm)	$ 72.86
b. After Regular Hours (6:01 pm – 5:59 am)	$ 89.10
c. Weekends or County approved Holidays	$ 89.10
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 89.10
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 89.10
f. Emergency Response on Weekends or Approved Holidays	$ 89.10
4. Sheet Metal Journeyman Technician	
a. Regular Hours (6 am – 6pm)	$ 71.08
b. After Regular Hours (6:01 pm – 5:59 am)	$ 101.25
c. Weekends or County approved Holidays	$ 101.25
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 101.25
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 101.25
f. Emergency Response on Weekends or Approved Holidays	$ 101.25
5. Sheet Metal Apprentice Technician	
a. Regular Hours (6 am – 6pm)	$ 51.28
b. After Regular Hours (6:01 pm – 5:59 am)	$ 76.91
c. Weekends or County approved Holidays	$ 76.91
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 76.91
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 76.91
f. Emergency Response on Weekends or Approved Holidays	$ 76.91

Personnel Level	Hourly Rate
6. Pipe Fitter Technician	
a. Regular Hours (6 am – 6pm)	$ 120.75
b. After Regular Hours (6:01 pm – 5:59 am)	$ 241.50
c. Weekends or County approved Holidays	$ 241.50
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 120.75
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 241.50
7. Other Technicians – Journeyman Electrician	
a. Regular Hours (6 am – 6pm)	$ 87.84
b. After Regular Hours (6:01 pm – 5:59 am)	$ 108.24
c. Weekends or County approved Holidays	$ 108.24
d. Emergency Response during Regular Hours (6 am – 6 pm)	$ 108.24
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$ 108.24
f. Emergency Response on Weekends or Approved Holidays	$ 108.24
g. Regular Hours (6 am – 6pm)	$ 87.84

Emergency Contact Personnel:	On-Call Technician, Ron Holman, Chad Liesman, Jay Weinberger (in order of first to last contact)
Business Hours Phone Number:	512-924-6162 (On-Call Technician) 512-783-5065 (Ron Holman – Service Manager) 512-966-3959 (Chad Liesman – O&M Manager) 512-550-6450 (Jay Weinberger – Vice President)
After Hours/Emergency Phone Number:	512-924-6162 (On-Call Technician)
Email Address:	service@jm-engineer.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at 20 % markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at 15 % markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

24RFP30 for Services Provided

Respondent to clearly mark each section and equipment for which qualified sericves can be provided by checking the appropriate box. Failure to return this exhibit may result in the response submission being considered non-responsive.

Service Provided	Provider		
HVAC and HVAC Maintenance	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
Insulation Services	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
A/C Compressor Repair/Replacement	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
UV Lights - Installation/Replacement	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
Air Compressor Repair	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
Pump Repair/Replacement	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
VRF Maintenance/Repair	☐ Aaon	☐ Fujitsu	☐ Mitsubishi
	☐ American Standard	☐ Goodman	☐ McQuay
	☐ Bard	☐ Innovent	☑ Trane
	☑ Carrier	☐ Lennox	☐ Valent
	☐ Daikin	☐ LG	☐ York
AHU Maintenance/Repair	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
Compressor Maintenance/Repair	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
CRAC Unit Maintenance/Repair	☑ Aaon	☐ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☐ McQuay
	☐ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☐ Valent
	☑ Daikin	☑ LG	☑ York
Centerifugal and Inline Pump Maintenance/Repair	☑ Aaon	☑ Fujitsu	☑ Mitsubishi
	☑ American Standard	☑ Goodman	☑ McQuay
	☑ Bard	☑ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☑ Valent
	☑ Daikin	☑ LG	☑ York
Programming and Coding	☑ Aaon	☐ Fujitsu	☐ Mitsubishi
	☑ American Standard	☐ Goodman	☑ McQuay
	☐ Bard	☐ Innovent	☑ Trane
	☑ Carrier	☑ Lennox	☐ Valent
	☑ Daikin	☐ LG	☐ York

24RFP30-RFP

Bid Package 1, 2 & 3

Package 1

Attachment H – Conflict of Interest Questionnaire

Anti-Boycott Statement

Package 2

Attachment D – Qualifications Form

Attachment E – Past Projects with Corresponding References

Package 3

Attachment B – Compensation and Fee Schedule

Attachment C – Services Provided Document

HVAC Maintenance and Repair Services for Williamson County, Texas

Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

24RFP30-RFP

Procurement

Thank you for the opportunity to bid RFP 24RFP30-RFP for Williamson County Maintenance & Repair Services. Due Date February. 20th 3:00pm 5F Mechanical Group Inc. appreciates the opportunity to bid this project and earn your business, 5F Mechanical will exceed your expectations. Please feel free to call me with any questions, comments, concerns, feedback or clarifications

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

Package (1)
Attachment H Conflict of Interest Questionnaire
Anti-Boycott Statement
24RFP30-RFP
HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

Conflict Of Interest Questionnaire
24RFP30-RFP

for

HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

24RFP30-RFP
Conflict of Interest Questionnaire

5F Mechanical doesn't have any relationships that would constitute a conflict of interest. Questionnaire does not apply.

Steve Pack

5F Mechanical Group Inc
HVAC Service Manager
Office: 512-251-6880
Mobile: 512-771-5482
Email: Steve.Pack@5FMech.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Anti-Boycott Statement (Required Statement)
24RFP30-RFP

for

HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

WILLIAMSON COUNTY
STATE OF TEXAS REQUIRED STATEMENTS

Per Texas Government Code 2271.001, Company certifies that:

☒ Company does not and will not boycott Israel during the term of the contract;

And

Per Texas Government Code 2274.002, Company certifies that:

☒ Company does not and will not boycott energy companies during the term of the contract;

And

☒ Company does not and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of the contract.

Or that these clauses do not apply because:

☐ Contractor is a sole proprietor;

☐ or has less than 10 full time employees;

☐ or contract value is less than $100,000.00

Company/Contractor Name 5F Mechanical Group Inc.

Signed By 

Print Name and Title Steve Pack HVAC Service Manager

The State of Texas does not allow Texas Counties to do business with companies that boycott Israel, boycott energy companies, or discriminate against firearms entities and trade associations. Companies seeking to do business with the County must either select ALL THREE "anti-boycott" clauses OR specify why the clauses do not apply.

Package (2)
Attachment D - Qualification Form
Attachment E – Past Projects & Corresponding References
24RFP30-RFP
HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

Package (2)
Attachment D – Qualification Form
24RFP30-RFP
HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

Attachment D – Qualifications Form

Contractors shall use this attachment to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. Failure to return this exhibit may result in the response submission being considered non-responsive.

Legal Name of the Company	5F Mechanical Group Inc
Federal EIN: (include W9 with this form)	82-0570929
Company Description	HVAC / Sheetmetal / Pipefitting
Place of business (Headquarters):	
Address:	15705 Brenda Street
City:	Austin
State:	Texas
Zip:	78728

Facility responsible for servicing the contract:	
Address:	15705 Brenda Street
City:	Austin
State:	Texas
Zip:	78728

Contact Person regarding company's submission to the solicitation, authorized to negotiate contract terms and render binding decisions on contract matters:	
Name & Classification Title:	Steve Pack HVAC Service Manager
Phone & Email:	512-251-6880 ext. 6 Steve,Pack@5Fmech.com

Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.	
Name & Classification Title:	Steve Pack HVAC Service Manager
Phone & Email:	512-251-6880 ext. 6 Steve.Pack@5Fmech.com

Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.	
__ Yes _x_ No If yes, explain.	

Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances and prospects for resolution.

No

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or member of Williamson County? If so, please explain.
No

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
No

Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.
__ Yes _x_ No If yes, explain.

Number years in business:	30 Years
Number of employees:	200 plus

Number years actively participating in services described herein: (To meet minimum requirements for this RFP, respondent shall be in the business for services described herein for a minimum of 5 years within the past five 5 years, producing items similar in type and quantity to those listed herein.)
30 years

Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.
5F is experienced in all required fields. 5F has highly trained service technicians trained to perform all HVAC Preventive maintenance, equipment inspections and repairs. Please see attached list of facilities 5F currently completes services required on 24RFP30

Provide description of industry certifications, if applicable.
Technicians have certifications such as OSHA 30, EPA Universal certification, TDLR Registered Air Conditioning and Refrigeration Service Technician, Mitsubishi, Samsung, Daikin, AAON, ABB and numinous others. 5F believes in continuing education

Provide list of equipment to be used to produce the goods/services described herein. Attach page if needed. (Equipment inspection, changes, approval & rejection will be at Williamson County's sole discretion.)
Service trucks are equipped with tools needed on a daily basis to complete scope of work required for 24RFP30 All hand tools including Wrenches, Sockets, Volt meters, Cordless tools, Refrigerant gauges, Vacuum pump, Micron gauge, Refrigerant detection devices, Recovery machines, Recovery drums, Torch set for brazing, Ladders 6-10', Extension ladder, Laptops, iPad

Cancelled or Terminated Contracts: If applicable, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address, and phone number of a reference with that institution.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

5-F Mechanical Group Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 81305

6 City, state, and ZIP code

Austin, TX 78708-1305

Requester's name and address (optional)

Northwestern Mutual

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

8	2	-	0	5	7	0	9	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Sondra Schnautz* Date ▶ 01.04.2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

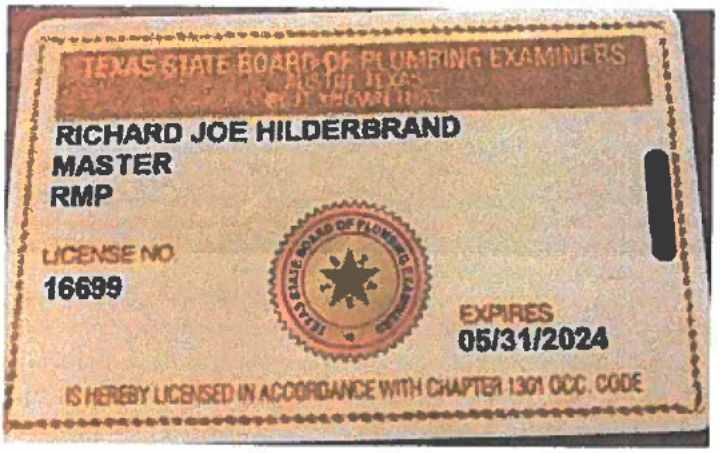
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

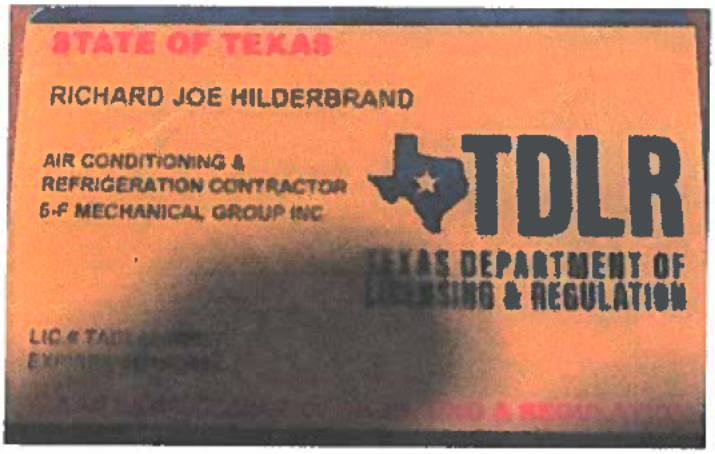
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

RMP and Air Conditioning & Refrigeration Contractor Licenses | 2023-2024





Respectfully,

David Schnautz
President & CEO
5F Mechanical Group Inc.

5F Mechanical Group Inc.

Top Leadership/Management/Key Personnel

David Schnautz: President / Owner /CEO

Steve Pack: HVAC Service Manager
Manage daily duties of 5F Service Division. Current Customers, New Sales, Service Contracts, Business Development, Works Closely with Accounting, Service Coordinator, 5F Service Technicians to ensure daily work schedules are followed and proposed work is completed.

Clara Havenstrite: Accounts Receivable, Billing, Collections

Tyler Pack: Account Manager: Reasonable for outside sales, Repair and Equipment Proposals, Service Technician Management, Scheduling, New Business Development, Manages Current Service Contract, New Contract Sales. Works in Service Field as Senior Service Tech when Needed.

Ashley Kitchens: Service Coordinator. Responsibilities Dailey Scheduling of Service Technician, Dispatch, Current Service Contract Management

Brian McNabb: Senior Service Technician (Field Supervisor)
Tyler Pack: Senior Service Technician (Field Supervisor)
Bradley Reynolds: Senior Service Technician
Blake Cuba: Senior Service Technician
Frank Tristan: Service Technician
Brian McNabb: Service Technician
Josh McNabb: Service Technician
Alex VanSickle: Apprentice
See Attached Resume's

Experience & Qualifications

5F Service Technicians are highly trained. Technicians attend 5year apprentice program through Local 286 plumber & Pipefitters union, 2 evenings a week. Service Technicians attend continuing education classes as needed for new equipment service and installation, equipment Repairs VRF, Mini Splits, Boilers, Chill, Hot Water Pumps, Frequently Drives, CRAC Units and Others. Certificates available upon request. All Technicians are (EPA Universal Certified) Service Tech carry iPads to complete daily duties in an Efficient, Thorough Manor. All tools need to complete daily duties are carried on each service truck including but not limited to Hand Tools, Volt Meters, Refrigerant Leak Detection Equipment, Vacuum Pumps, Pony Torch for Brazing, Recovery Machine, Recovery Bottles. Ladders both Step & Extension.

All Major Brands of Equipment can be repaired and serviced. Pumps, Boiler both Domestic & Hydronic, Air-Cooled Chillers, Chill water & Hot water pump, Frequency Drive, AAON, Trane, Carrie, Lennox, American Standard, Daikin, McQuay and Others. Package Units, RTU's Split systems, VFR, Mini Splits, CRAC Units, Make-up Air Units, Exhaust Fans.

Preventive Maintenance & Inspection Contracts (See Sample Inspection Report) Filled our on each unit serviced.

Methodology

Service Technicians are scheduled daily) to service customers, complete Preventive Maintenance & Inspections and allow flexibility for Emergency Service Calls as needed.
Emergency Service Calls) are dispatched though our HVAC Service Manager. 5F Service is available for emergency service calls 24 hours a day, 365 days a year.

New Contracts) Buildings and equipment is surveyed, customer consulted on their needs and proposed service agreement is written.

Parts Source) Parts during regular hours are purchased from multiple parts houses in the Central Texas area. After Hours parts, Emergency contact information for after hours parts is available to Service Manager for after hour part needs.

Manage Existing/New Workload) 5F Service prides itself on taking care of existing customers and the opportunity to work with new customers, our highly trained staff is very efficient at completing service calls, preventive maintenance & equipment inspections.

Subcontractors) 5F Mechanical works hand and hand with many subcontractors in the Central Texas Area, ranging from Electrical, Cutting & Coring, Rental Equipment, Motor Cranes and many others. We have built relationships with our Subcontractors and work with them Frequently.

Working with Different Trades) 5F Mechanical will interface with all trades on all County jobs to help ensure proper flow and efficiency to complete work in safe proper order.

Quality Assurance) Service Manager (Steve Pack) is responsible for quality assurance and making sure all work is completed. Multiple checks within the 5F service office are preformed daily and weekly to ensure all jobs are completed as efficiently as possible. All incomplete work due to parts or equipment order is tracked on our service board until work is completed.

Safety Program) All Service Technicians are trained and practice OSHA 30 standards.
All New hires are introduced to 5F Mechanical Groups Standard of Safety, Safety Training and Safety Protocols.
5F Safety Manager: Len Forester can be reached at
Mobile: 512-557-3440
Emai: Len.Forester@5FMech.com

5F Mechanical Group Safety Plan upon request can be sent electronically or a copy provided in hard copy.

Steve Pack

1305 Somerset Dr,
RounRock Texas, 78681
512-771-5482
Spack85@gmail.com
Steve.pack@5fmech.com

EXPERIENCE

5F Mechanical, Austin, Tx —HVAC Service Manager
April 2018 - PRESENT

Wattinger Service Company, Austin, Tx — *Sales/ Project management(2012-2018)*
HVAC Senior Service Technician/ Field Lead(2001-2012)
October 2001- April 2018

Ion Implant Services, Austin, Tx/ Sunnyvale, California— *Facilities Management*
HVAC/Electrical Repairs & Maintenance
OSHA Records/ Hazardous Materials Disposal & Employee Safety Training
June 2000 - October 2001

Young & Pratt Mechanical, Austin, Tx —*HVAC Commercial/ Industrial Service Technician*
March 1994 - June 2000

Wattinger Service Company, Austin, Tx — *HVAC Commercial/ Industrial Service Technician*
April 1992- March 1994

Round Rock ISD, RoundRock, TX — *HVAC Commercial /Industrial Service Technician*
March 1987 - March 1992

AirTemp, Austin, Tx —Hvac Commercial/ Residential Service Technician
May 1985 - March 1987

Christensen, Austin, Tx —HVAC Residential Service/ Installation
September 1981 -May 1985

About Me

- I Have Worked in the HVAC Industry for 41 years including 12 years in Commercial, Industrial service, Sales and Project Manager.
- I Have Worked in HVAC Facilities Management for 18 months this also includes: 22 years in commercial/ Industrial Service Technician & 5 years in Residential Service/ Installation

Service Technician — *Maintenance and Repair(Including 11 years as senior Service Tech/Field lead)*

- Centrifugal Chillers
- Flowtronic Chillers
- Screw Chillers
- Process Chillers
- Cooling Towers
- Water Circulating Pumps
- Trans Intellipak Equipment
- Commercial/ Industrial Rooftop Split Systems
- Commercial/ Industrial Rooftop Package Units
- Carrier/Trane/Copeland/Danfoss Compressors
- Variable Frequency Drives
- Clean Room and Environmental Controls
- Humidification and Reheat
- Hydronic Boilers
- Low Pressure Steam Boilers
- Air Compressors
- Air Dryers

EDUCATION

- CFC Universal Certification(Austin)
- State of Texas TDLR Refrigeration Tech 12938
- Austin Community College
- Lennox Multizone & VAV School(Fort Worth)
- Pneumatic Fundamentals School(Austin)
- Johnson Controls School Pneumatic(Milwaukee)
- Johnson Controls School, Troubleshooting(Austin)
- Raypak & Teledyne Boiler School(Austin)
- Raypak Boiler System 2000(Austin)
- Carrier Centrifugal Fundamentals(Syracuse)
- Carrier Centrifugal Troubleshooting(Syracuse)
- Carrier Flowtronic Chillers(Austin)
- OSHA Compliance(Austin)
- Team Leadership Skills(Austin)
- Problem Solving Skills(Austin)

Detailed Information on all Backgrounds

Commercial Sales/Project Management—

- Sales, all aspects of service sales including : Air cooled chillers, Boilers, Storage tanks, Air compressors, Air dryers, Package units,Water Source Heat Pumps, Cooling Towers, Frequency Drives, process chillers, Booster Pumps, Chill/Condenser Pumps, Exhaust Fans, Split systems
- Retrofit Projects
- Materials Management
- Direct Supervision of Service Techs on a Daily Basis
- Service/ Maintenance Contract Sales & Negotiation
- Scheduling
- Subcontractor Scheduling
- Customer Budget Planning
- Collections

Installation —

Chillers, Commercial/ Industrial Package Units, Commercial/ Industrial Split Systems, Fiberglass/ Sheet Metal Ducting, Make up Air Units and Exhaust Fans

HVAC Facilities Manager—

- HVAC Semiconductor Facilities, Repair, and Support
- Clean Room Humidification Control and Operation
- Process Chiller Repairs and Operation
- Safety Coordination Regarding OSHA Records, Hazardous Material Control, Disposal and Ongoing Employee Safety Training

CLARA HAVENSTRITE

4101 Ridge Pole Lane | Spicewood, TX | 512-923-5212 | clarahavenstrite@gmail.com

OBJECTIVE

To Obtain a Permanent position with a busy, thriving company that is a leader in their industry.

I would like to become an integral part of an organization helping to achieve company goals.

QUALIFICATIONS

- Analytical and problem solving skills.
- Multi-tasking in a fast paced environment.
- Exceptional learning abilities.
- Strong technical and operational skills.
- Self-motivated and detail oriented.
- Deadline oriented.

EMPLOYMENT HISTORY

5-F Mechanical Group, Inc. 5/6/2019 — Present

Bookkeeper / Service Coordinator

- Accounts Receivable – Directly responsible for customer billings, input, setup and monitor accounts. Handle discrepancies, debits, credits and refunds, cash receipts
- Service Coordinator responsibilities: Coordinate service calls, jobs, and maintenance work. Create and expedite work order numbers. Set up and maintain tasking sheets and enter and maintain customer equipment. Correlate time sheets to work orders, and work orders to purchases for billing. Customer special rates list, job lists, agreement schedule. .

Fox Service Co., Inc., Austin TX 7/2/2018 — 4/26/201

Service Coordinator

- Service Coordinator responsibilities: Primary phone duty, coordinate service calls, jobs, and maintenance work. Create and expedite work order numbers.

Wattinger Service Co., Inc., Austin TX 8/17/2000 — 6/29/2
8/15/1991 — 12/31/1

Bookkeeper / Service Coordinator

- Accounts Receivable – Directly responsible for all customer billings, input, setup and monitor accounts. Handle discrepancies, debits, credits and refunds, cash recei
- Accounts Payable – Processing, coding, approvals, process payments and reconciliation.
- Payroll – Process weekly Union payroll, and associated monthly union reports and payments.
- Responsible for bank reconciliations, preparing and balancing transaction journal, general ledger and payroll journals including all ledger entries and adjustments. Monthly financial reports, preparing monthly Sales Tax, employee commissions, Quarterly tax reports, end of year reports, W-2's and 1099's, assist controller and C.P.A. with monthly and year end closings.
- Service Coordinator responsibilities: Primary phone duty, coordinate service calls, jobs, and maintenance work. Create and expedite work order numbers, purchase order numbers. Code and enter purchases to work orders. Track parts on order. Set up and maintain tasking sheets and enter and maintain customer equipment. Customer filing preparation and filing. Scan work orders into S2000 Service System. Correlate time sheets to work orders, and work orders to purchases for billing. L truck stock and suspense account purchases. Customer special rates list, job lists, agreement schedule, truck lists. New employee documents, certificates of insuran for customers and vendors, Workers Comp issues. Handled telephone, S2000 and Quick Books updates/issues. Prepare Sub Contracts and Change Orders, track an manage mechanic vacation time, office supplies.
- General office management.

Digital Anvil, Austin TX 1/1/2000 — 8/15/2

Bookkeeper

- Directly responsible for Accounts Receivable, Accounts Payable, assuring accuracy.
- Handled all Payroll activities through ADP for approx. 200 employees.
- Prepared job costing reports.

Lou Ann Montey & Associates, Austin TX 8/15/1988 — 8/15/

Administrative Assistant to owner

- Responsible for managing work flow when accounting projects were brought in from the field by accountants.
- Assisted with statistical typing and corrections of all typing projects.
- Routed phone calls, received and distributed mail to appropriate departments.
- Contracted out to Wattinger Service Company to run parallel operations, assuring data was accurately transferred to new software upgrade.
- Responsible for a land management/sales client where all payments received were logged in and a monthly schedule of reconciliation of cash receipts and reconcili all bank accounts associated with seven managed properties.

EDUCATION

High School:

- Hallettsville High School - Hallettsville TX, Graduate

TECHNICAL SKILLS

- S2000 Service Software (S2K, S2000Win), Great Plains, Quick Books, Microsoft Windows 7, Microsoft Word, Microsoft Excel, Microsoft Office, Adobe Acrobat Reac ADP Payroll System, Internet Explorer, Avaya IP Office

PROFESSIONAL ORGANIZATIONS

- Registration Chair for AAFAME (Austin Association of Facility & Maintenance Engineers) from 2005 & 2006

BRIAN MCNABB

Senior Service Technician/Project Superintendent
5 F Mechanical Inc.

EDUCATION

GRADUATE CROCKETT HIGH SCHOOL, AUSTIN,TX., 1992

PROFESSIONAL TRAINING

PLUMBERS & PIPEFITTERS APPRENTISHIP PROGRAM, (5YR PROGRAM)
2001 GRADUATE, UNION LOCAL 286

REFRIGERATION TRANSITION AND RECOVERY CERTIFICATION PROGRAM, FERRIS STATE UNIVERSITY

MITSUBISHI ELECTRIC CITY-MULTI Installation, startup & Service Essentials

LIEBERT AIR CONDITIONING SYSTEMS TRAINING CLASS, AUSTIN TEXAS

TRANE COMPANY OPERATION AND MAINTENANCE OF CENTRIFUGAL CHILLERS

REFRIGERANT HANDLING CERTIFICATION; AUSTIN, TEXAS

RAYPAC BOILER SCHOOL; AUSTIN, TEXAS.

OSHA COMPLIANCE; AUSTIN, TEXAS

WORK EXPERIANCE

April 2018- Present
SENIOR SERVICE TECHNICIAN: 5F MECHANICAL Group, Inc.
Austin, Texas
HVAC, Job Superintendent, Service, installations, sales
1997 – April 2018
SEVICE **TECHNICIAN/SITE SUPERVISER; Wattinger Service Company, Inc., Austin, Texas**
HVAC – Temperature Controls
1994 – 1997:
SEVICE TECHNICIAN; AIR PRO, INC., Austin, TX
Service and Installation of Air Conditioning and Heating Equipment

Contact Information Mobile 512-227-1020 Email: Brian.McNabb@5Fmech.com

Tyler Pack

HVAC Service Technician (Field Lead)

5F Mechanical Inc.

5F MECHANICAL INC.

HVAC Journeyman- HVAC Service Technician (Field Lead) April 2018- Present • HVAC Field Service Mechanic

- Air Cooled Chiller repairs
- DATA Room Equipment Repairs (DATA Air, Liebert)
- Cooling Tower repairs
- Rooftop Equipment installation & Repair •Pump Repairs & Alignment

•Split System installation & repair

- Exhaust fan installation & repair
- Daily job duties including Managing crew performance and clear communication with customers.
- Sales

WATTINGER SERVICE COMPANY, Austin, Texas

HVAC Journeyman- Feb 2012- April 2018

•Proficient on diagnosing a problem quickly and have a plan to repair in a timely manner

- Proficient on many different types of Air Conditioning and Heating equipment
- Manage crew, and complete jobs in a professional and timely manner
- OSHA 30 certified.

•Qualified crane rigger/ signal course completed.

- Registered with TDLR as Air Conditioning and Refrigeration Technician
- Provide excellent customer service

HERAEUS QUARTZ, Pflugerville, Texas

Acid Room Tech- Mar 2011- Feb 2012

- Acid dip quartz tubing to clean any imperfections from glass
- Keep a safe and clean work environment
- Manage workload and complete all work orders in timely manner

JS ELECTRIC, Austin, Texas

Electricians Apprentice- May 2010- Mar 2011

- Hang new light fixtures and install new receptacles
- Manage workload and finish in timely manner
- Help Journeyman to complete daily task in timely manner

Education-

ABB ACH550 VFD Variable frequency drive and trouble shooting.

PLUMBERS, AND PIPE FITTERS LOCAL 286, Austin, Texas

HVAC Journeyman Card- Aug 2012- May 2017

- Finished top of class (5-year program)
- Over 10,000 hours of on the job training .
- Over 1,225 hours of classroom instruction.

EMTS, Round Rock, Texas

EMT Basic- Aug 2009- Apr 2010

- Finished EMT Basic course

ROUND ROCK HIGH SCHOOL, Round Rock, Texas

High School Diploma- May 2009

SF Mechanical Group Inc.

PO Box 81305 / Austin, TX 78708

Office 512.251.6880 / Fax 512.251.6401

TACLA 008268E M 16699

Ticket No. _____

Customer PO No. _____

Invoice No. _____

BILL TO	JOB SITE
Name	Name
Street	Street
City TX Zip	City TX Zip
MAKE MODEL NO.	SERIAL NO.

DESCRIPTION OF WORK REQUESTED				Suction Pressure	
				Discharge Pressure	
				Volts / Amps	L1
					L2
					L3
				Motor Amps	L1
				☐ Evap.	
				☐ Cond.	
				Superheat/Subcooling	
REFRIGERANT TYPE	LBS. RECOVERED	LBS. RECYCLED	LBS. ADDED		

PO No	Vendor	Amount	Qty	Item	Amount	Date	Reg	OT	PT	Emp. Name
						Total				
						☐ Billable ☐ Contract ☐ Warranty				
						Labor				
						Material				
						Environment Fee				
						Subtotal				
						Sales Tax				
				TOTAL MATERIAL		TOTAL				

Sample Field Invoice

Date	Technician	Customer Signature

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH APPLY TO THIS INVOICE

5-F Mechanical Group, Inc.
Austin, TX 78708
512-251-6880 fax 512-251-5591

Invoice

DATE	INVOICE #
11/27/2023	43764

BILL TO
Williamson County Facilities 3101 SE Inner Loop Georgetown, TX 78626

Please remit to:
PO Box 81305
Austin, TX 78708-1305

Invoices paid by credit card will incur a minimum 3% processing fee

PO NUMBER	5F JOB NO.	REQUISITION #	TERMS
184418	SV4287	BuyBoard 638-21	Net 30

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Public Safety Bldg - 1781 E. Old Settlers, RR			
Contract Ser...	Troubleshoot RTU# 1 & 3 - No Heat, RTU# 2 - No Cooling. No Parts are Included		841.94	841.94

Sample

Total	$841.94

Regulated by
The Texas Department of Licensing & Regulations
PO Box 12157 Austin, TX
1-800-803-9202 1-512-463-6599
RMP Richard J. Hilderbrand
M-16699 TACLA-008268E


5F
M-16699
TACLA008268E
512-251-6880
5fmech.com
HVAC
Plumbing
Process Piping
Facility Services
Sheetmetal Fabrication
Preventative Maintenance

Package (2)
Attachment E – Past Projects & Corresponding References
24RFP30-RFP

HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

5F Mechanical Group Inc. (Service Division)
Preventive Maintenance & Facility Contract Customers
(Confidential List Please Not Share))

Action Behavior Centers (Central Texas) (15 Locations) Austin, Texas
Russell Carver (Facility Manager) Mobile: 210-393-1929
Email: Russell.Carver@Action Behavior.com

Acadian Ambulance (Central Texas) (Multiple Locations)
Rusty Wood (Facility Manager) Mobile:254-239-7826
Email: Rusty.Wood@Acadian.com

Austin Groups for the Elderly (Austin & Round Rock)
Roland Cardenas (Facility Manager) Mobile 5121-903-6784
Email: Rcardenas@ageofcentraltx.org

Austin Sports Centers (Central Texas) (Multiple Locations)
Sean Donahue (Facility Manager) Mobile: 512-433-5148
Email: sd@Austinsportscenter.com

Ballet Austin
501 W. 3rd Street Austin, Texas 78701
Billie Bledsoe (Facility Manage) Mobile: 512-913-1249
Email: Billie.bledsoe@balletaustin.com

Brinks (Central Texas) c/o Cushman & Wakefield
1400 Smith Road Suit 101 Austin, Tx
Tori Alonzo (Facility Manager) Office: 1-877-727-0678
Email: Victoria.Alonzo@cushwake.com

Build A Sign (Austin)
11550 Stonehollow & 9800 Metric Blvd Austin, Tx 78758
Clayton Phillips (Facility Manager) Mobile: 512-331-5414
Email: Clayton.phillips@buildasign.com

Caffrey & Company
2100 Kramer Ln Suite 100 Austin, Tx 78758
Chris Caffrey (Owner) Mobile: m512-695-8982
Email: Chris@caffreyco.com

Capital Reyes Distributing
10095 Hwy 290 Manor, Tx
Woody Spaulding (Facility Manager) Mobile: 512-563-7224
Email: Dspaulding@reyesholdings.com

Carlson Briance & Doring
5501 West William Cannon Austin, Tx
Kerry Bower Mobile: 512-809-3479
Email: Kerry@cbdeng.com

Varian Medical c/o CBRE
(Multiple Buildings)
David Daniels (Facility Manager) Mobile: 512-590-2731
Email: David.Daniels@varian.com

Centre One (Aquila Management)
3103 Bee Caves Rd Austin, Tx
Abby Marshall 512-684-3800

Cesium Astro
13412 Galleria Circle Bldg. H 100 Austin, Tx
Hughie Quan (Facility Manager) Mobile: 919-455-1806
Email: Hugie.quan@cesiumastro.com

Christ the Rock Church
3250 Limmer Loop Hutto, Tx
Matt Selby (Facility Manager) Mobile #512-934-3198

Colliers Management Group (Multiple Buildings)
Will Dowding (Facility Manager) Mobile: 512-797-5454
Email: Will.Dowding@colliers.com

Cushman & Wakefield (Pearson Company)
1400 Smith Road Suit 101 Austin, Tx
Tori Alonzo (Facility Manager) Office: 1-877-727-0678
Email: Victoria.Alonzo@cushwake.com

DB Realty (Multiple Buildings)
Fred Polansky (Facility Manager) Mobile: 512-922-1001
Email: Fred@dbrealty.net

Expansive Management (Multiple Buildings)
Lukas Wells (Facility Manager) Mobile: 540-314-3651
Email: Lukas@expansive.com

Gateway Church
7104 McNeal Dr. Austin, Texas
Kyle McNealy (Facility Manager) Mobile: 214-927-7788
Email: Kyle_McEnaly@gatewaychurch.com

Goodwater Montessori School
Sharmayne Smith (Facility Manager) 512-293-4014
710 Stadium Dr Georgetown, Tx
Facilities@goodwatermontessori.org

Holy Cross Province Center (Multiple Buildings)
921 St Edwards Dr Austin, Texas
Lee Bailey (Facilities Manager) Office: 512-442-7856
Email: Lbailey@chcmp.org

HPI (Multiple Properties) (Multiple Buildings)
Ashley Perez-Talley (Accounts Payable) Office 512-719-3050
Aperez-Talley@hpitx.com

Jones Lang Lasalle (3M Corporation Buildings Austin)
Sam Magee (Facility Manager) Mobile: 773-914-3795
Smagee.cw@mmm.com

Kibo Software
1817 West Braker Ln Ste 200 Austin, Tx 78758
Curtis Plumley (Facility Manager) Mobile: 707-364-8152
Email: Curtis.Plumly@kibocommerce.com

Kleinfelder
11101 Metric Blvd. Ste. 100 Austin, Tx 78758
Will Hay (Facility Manager) Mobile: 512+491-4603
Email: Whay@Kleinfelder.com

Oakpoint Realty (Management Group) (Multiple Buildings)
Mike Mathieson (Facility Manager) Mobile: 512-840-9963
Mmathieson@oakpointre.com

Paradromics
4030 West Braker Ln. Austin, Tx 78758
Pete Montes (Facility manager) 512-433-9411
Email: Pmontes@paradromics.com

Preserve @ 620 (Managed by Day Cable & Associates)
8201 North FM 620 Austin, Tx
Corey Cable (Manager) Mobile: 512-335-3800
Email: Coreyc@daycablecompany.com

Prime Controls (Austin & Taylor)
Tim Mayhugh (Facility manager) 972-221-4849
Email: T.Mayhugh@Prime-Controls.com

St Andrews Episcopal Schools (Multiple Locations)
Don Johnson (Facility Manager) Mobile: 737-226-8371
Djohnson@sasaustin.com

Schunk XyCarb
101 South East Inner-loop Georgetown, Tx
Andrew Urban (Facility Manager) Mobile: 512-639-1881
Email; Andrew.Urban@Schunk-group.com

Smith & Nephew & Nephew
11101 Metric Blvd Austin, Tx 78758
Paul Holguin (Facility Manager) Mobile: 512-669-0720
Email: Paul.holguin@smith-nephew.com

Texas Association of School Administrators
409 East 11th St Austin, Tx 78701
Albert Rivas (Facility Manager) Mobile: 512-796-3028
Email: Arivas@tasa.net

Troublemakers Film Works (Multiple Locations)
Nixon Guerrero (Facility Manager) Mobile: 512-771-1778
Email: Nixon@troublemakersstudios.com

Velocity Credit Unions (7 Locations)
Curtis Malek (Facility Manager) Mobile:512-413-2563
Email: Curtis.Malek@velocitycu.com

Victory Medical Centers
4303 Victory Dr Austin, Tx
Eric Holle (Facility Manager) Mobile:512-917-7985
Email: Eric@victorymed.com

Weitzman Management Group (Multiple Buildings)
Alaine Goodson (Account manager) Mobile: 512-482-6117
Email: Agoodson@weitzmangroup.com

Washington Prime Management Group (Multiple Locations)
Christina Manry (Manager) Mobile: 512-930-8038
Christina.Manry@washingtonprime.com

Wyndham (Austin & Marble Falls)
Dwight Belt (Regional Facilities Manager) Mobile: 808-936-6714
Dwight.belt@wyn.com

Additional Customer Contracts, Contact Names Available Upon Request

Please call me with any questions or any needed contact information

Thank you,

Steve Pack
5F Mechanical Group Inc.
Office: 512-251-6880. Ext. 6
Mobile 512-771-5482
Email: Steve.Pack@5Fmech.com

Package (3)

Attachment B – Compensation and Fee Schedule

Attachment C – Services Provided Document

24RFP30-RFP

HVAC Maintenance and Repair Services for

Williamson County, Texas

Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.

15705 Brenda Street

Austin, Texas 78728

Submitted By: Steven R. Pack

HVAC Service Manager

Email: Steve.Pack@5FMech.com

Office: 512-251-6880, ext. 6

Mobile: 512-771-5482

Package (3)

Attachment B – Compensation and Fee Schedule

24RFP30-RFP

HVAC Maintenance and Repair Services for
Williamson County, Texas
Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

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.

After award and as individual projects are identified, awarded Contractor(s) will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Hourly Rate
1. Supervisor / Project Manager	$99.00
2. HVAC Journeyman Technician	
a. Regular Hours (6 am – 6pm)	$99.00
b. After Regular Hours (6:01 pm – 5:59 am)	$148.50
c. Weekends or County approved Holidays	$173.50
d. Emergency Response during Regular Hours (6 am – 6 pm)	$99.00
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$148.50
f. Emergency Response on Weekends or Approved Holidays	$173.50
3. HVAC Apprentice Technician	
a. Regular Hours (6 am – 6pm)	$60.00
b. After Regular Hours (6:01 pm – 5:59 am)	$90.00
c. Weekends or County approved Holidays	$105.00
d. Emergency Response during Regular Hours (6 am – 6 pm)	$60.00
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$90.00
f. Emergency Response on Weekends or Approved Holidays	$105.00
4. Sheet Metal Journeyman Technician	
a. Regular Hours (6 am – 6pm)	$49.50
b. After Regular Hours (6:01 pm – 5:59 am)	$71.50
c. Weekends or County approved Holidays	$71.50
d. Emergency Response during Regular Hours (6 am – 6 pm)	$49.50
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$71.50
f. Emergency Response on Weekends or Approved Holidays	$71.50
5. Sheet Metal Apprentice Technician	
a. Regular Hours (6 am – 6pm)	$38.50
b. After Regular Hours (6:01 pm – 5:59 am)	$51.70
c. Weekends or County approved Holidays	$51.70
d. Emergency Response during Regular Hours (6 am – 6 pm)	$38.50
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$51.70
f. Emergency Response on Weekends or Approved Holidays	$51.70

Personnel Level	Hourly Rate
6. Pipe Fitter Technician	
a. Regular Hours (6 am – 6pm)	$72.60
b. After Regular Hours (6:01 pm – 5:59 am)	$121.40
c. Weekends or County approved Holidays	$121.40
d. Emergency Response during Regular Hours (6 am – 6 pm)	$72.60
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$121.60
7. Other Technicians (Pipe Fitter (Apprentice)	
a. Regular Hours (6 am – 6pm)	$61.15
b. After Regular Hours (6:01 pm – 5:59 am)	$101.40
c. Weekends or County approved Holidays	$101.40
d. Emergency Response during Regular Hours (6 am – 6 pm)	$61.25
e. Emergency Response after Regular Hours (6:01 pm – 5:50 am)	$101.40
f. Emergency Response on Weekends or Approved Holidays	$101.40
g. Regular Hours (6 am – 6pm)	$61.15

Emergency Contact Personnel:	Steve Pack HVAC Service Manager
Business Hours Phone Number:	512-251-6880 ext. 6
After Hours/Emergency Phone Number:	512-771-5482
Email Address:	Steve.pack@5Fmech.com

Materials - Remedial Repairs	
Materials not covered under scheduled service:	
*	Contractor may invoice for parts and materials on a cost-plus basis. The contactor may invoice at __20% markup.
**	Contractor may invoice for equipment rental on a cost-plus basis. The contactor may invoice at _ 20% markup.
***	Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.
****	Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

24RFP30-RFP

Attachment B – Compensation

5F Mechanical Group Inc. if chosen will request a 3% Labor increase per year for each trade starting September 1st, 2025, and each subsequent year for the life on the contract.

Steve Pack

HVAC Service Manager
5F Mechanical Group Inc.
Office: 512-251-6880 ext. 6
Mobile: 512-771-5482
Email: Steve.Pack@5FMech.com

Package (3)

Attachment C – Services Provided Document

24RFP30-RFP

HVAC Maintenance and Repair Services for
Williamson County, Texas

Due Date, February 20th, 2024, 3:00pm CST

5F Mechanical Group Inc.
15705 Brenda Street
Austin, Texas 78728

Submitted By: Steven R. Pack
HVAC Service Manager
Email: Steve.Pack@5FMech.com
Office: 512-251-6880, ext. 6
Mobile: 512-771-5482

24RFP30 for Services Provided

Respondent to clearly mark each section and equipment for which qualified sericves can be provide appropriate box. Failure to return this exhibit may result in the response submission being con responsive.

Service Provided	Provider					
HVAC and HVAC Maintenance	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
Insulation Services	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
A/C Compressor Repair/Replacement	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
UV Lights - Installation/Replacement	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
Air Compressor Repair	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
Pump Repair/Replacement	☐	Aaon	☐	Fujitsu	☑
	☐	American Standard	☐	Goodman	☐
Yes All Brand Pumps	☐	Bard	☐	Innovent	☐
	☐	Carrier	☐	Lennox	☐
	☐	Daikin	☐	LG	☐
VRF Maintenance/Repair	☐	Aaon	☑	Fujitsu	☑
	☑	American Standard	☐	Goodman	☑
	☐	Bard	☐	Innovent	☑
	☑	Carrier	☐	Lennox	☐
	☑	Daikin	☐	LG	☐
AHU Maintenance/Repair	☑	Aaon	☑	Fujitsu	☑

	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
Compressor Maintenance/Repair	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
CRAC Unit Maintenance/Repair	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☐	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑
Centerifugal and Inline Pump Maintenance/Repair	☐	Aaon	☐	Fujitsu	☐
	☐	American Standard	☐	Goodman	☐
Yes All Brand Pumps	☐	Bard	☐	Innovent	☐
	☐	Carrier	☐	Lennox	☐
	☐	Daikin	☐	LG	☐
Programming and Coding	☑	Aaon	☑	Fujitsu	☑
	☑	American Standard	☑	Goodman	☑
	☑	Bard	☑	Innovent	☑
	☑	Carrier	☑	Lennox	☑
	☑	Daikin	☑	LG	☑

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Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Date: March 12, 2024

To: Williamson County Purchasing Department

Re: 24RFP30 – HVAC Maintenance and Repair Service Solicitation Recommendations

The recommendation from the RFP Evaluation Committee is to award the HVAC Maintenance and Repair Service for Williamson County contract to JM Engineering, LLC and 5-F Mechanical Group, Inc. This evaluation is based on all items outlined in the evaluation criteria in 24RFP30. Proposal pricing is within budget for these services.

JM Engineering, headquartered in Austin, Texas, has been in business since 2001. JM Engineering staff are licensed by Texas Department of Licensing and Regulations ranging from Apprentice to Master HVAC technicians. JM Engineering has worked with various governmental entities and municipalities on a wide range of project scope and complexity in the HVAC spectrum.

5-F Mechanical Group, headquartered in Austin, Texas, has been in business since 1994. 5-F Mechanical Group staff are licensed by Texas Department of Licensing and Regulations ranging from Apprentice to Master HVAC technicians. Presently, 5-F Mechanical is working with Williamson County Facilities Management staff to provide similar contract services to Williamson County on various projects and has been working directly with Williamson County since 2014. 5-F Mechanical Group has extensive experience providing service to include but not limited to commercial and industrial industries, correctional and detention facilities, emergency equipment, and offices.

Williamson County Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to JM Engineering, LLC and 5-F Mechanical Group, Inc based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Williamson County 24RFP30 - HVAC Maintenance & Services

Evaluation Date 3/7/2024 @ 11:30 am

Evaluation Criteria	Max Points	mccloskey mechanical	SCG Mechanical DBA Way Mechanical	Texas Equipment Solutions Services LLC	HTS	Texas Air Systems	Air Performance Services	JM Engineering LLC	Tex-Air Filters	Climate Solutions	Trane Technologies	The Brandt Companies LLC	5F Mechanical Group Inc.	SI Mechanical
Relevent Experience and Qualifications	25	21	23	20	18	24	18	24	0	15	24	24	24	22
Proposed Methodology	15	0	14	0	0	0	0	14	0	0	10	15	11	0
Quality and Safety Program	5	0	5	0	0	0	1	5	0	0	5	5	2	0
Compensation & Fees	35	31	23	0	21	21	21	33	0	23	30	20	35	25
Value Added Services	10	5	8	0	0	6	0	10	0	0	8	10	10	5
References	10	0	0	0	0	0	10	0	0	3	4	0	0	4
Litigation History	P/F	P	P		P	P	P	P	P	P	P		P	P
Total	100	57	74	20	39	51	48	86	0	41	81	74	82	55

non responsive

non responsive

Evaluators

[redacted]

[redacted]

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137836

Date Filed:
03/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
JM Engineering, LLC
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.
24RFP30
RFP HVAC Maintenance and Repair Services for Williamson County, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
JM Engineering, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jay Weinberger, and my date of birth is [redacted].

My address is [redacted] (street), Round Rock (city), TX (state), 78665 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 22 day of March (month), 2024 (year).

Jay Weinberger
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1137836

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03/22/2024

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JM Engineering, LLC
Austin, TX United States

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Williamson County

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24RFP30
RFP HVAC Maintenance and Repair Services for Williamson County, Texas

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

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:
2024-1138177

Date Filed:
03/25/2024

Date Acknowledged:

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

5F Mechanical Group Inc.
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.

24RFP30
24RFP30 HVAC Maintenance and Repair Services for Williamson County, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Schnautz, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), Texas (state), 78708 (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 25th day of March (month), 2024 (year).

DocuSigned by:
[signature]
F8CB2E8B8E92405...
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1138177

Date Filed:
03/25/2024

Date Acknowledged:
03/25/2024

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

5F Mechanical Group Inc.
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.

24RFP30
24RFP30 HVAC Maintenance and Repair Services for Williamson County, Texas

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

Meeting Date: 04/09/2024

Approval of Master Service Agreement with 5-F Mechanical Group, Inc for HVAC and Plumbing Maintenance Services for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2024178, between Williamson County and 5-F Mechanical Group, Inc., for HVAC and Plumbing Maintenance Services for Facilities Management in the not-to-exceed amount of $500,000.00 pursuant to Cooperative BuyBoard Contract #733-24 and authorize execution of the agreement.

Background

This Master Service Agreement for HVAC and Plumbing Maintenance Services between Williamson County and 5-F Mechanical Group, Inc is required as the old Cooperative Contract expired at end of March 2024, and a new Cooperative BuyBoard Contract #733-24 went into effect April 1, 2024.This MSA will be valid as of the date of execution through September 30, 2024, (the Initial Term). At the end of the Initial Term, this MSA shall automatically renew for four successive one-year terms (each a “Renewal Term”), with the same terms and conditions as set for in this Agreement.The effective date shall commence on the date awarded by the Commissioners’ Court. Each project will be initiated with a work order and purchase order. Various funding sources depending on project: 01.0100.0509.004509Department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 - 5-F Mechanical Group, Inc.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 11:01 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:03 AM
Form Started By: Stacian Williams		Started On: 04/02/2024 02:22 PM
Final Approval Date: 04/04/2024		

WILLIAMSON COUNTY
MASTER SERVICE AGREEMENT

5-F MECHANICAL GROUP, 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 MASTER SERVICE AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **5-F Mechanical Group, 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 scope of services of this Agreement includes the services specified in **Cooperative Purchasing Agreement BuyBoard #733-24** ("Services"), which is incorporated herein as if stated in full. Service Provider agrees to provide Services to County as requested through individual work orders ("Work Orders"). Work Orders shall include a description of the Services to be provided, schedule, compensation amount, and any other relevant details. All Work Orders shall refer and automatically incorporate the terms and conditions of this Agreement.

Service Provider shall perform the Services with reasonable care, skill, and diligence in accordance with industry standards. Additionally, Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each Work Order. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2024 ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for four (4) successive one-year terms (each a "Renewal Term"), with the same terms and conditions as set for in this Agreement.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed rate as set for in the attached Fee Schedule as set out in **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 agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 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 Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

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 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 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 Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

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

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 Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

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. Upon termination of this Agreement, County shall compensate Service Provider for those services which were provided prior to termination.

X.

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

XI.

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

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 Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Agreement.

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 Agreement. 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 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 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 Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

A. Fee Schedule (**Exhibit "A"**);
B. The cooperative purchasing agreement (**BuyBoard #733-24**); 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 Agreement 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 Agreement on behalf of the County.

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

Address: Williamson County
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Curtesy Copy: Williamson County
Facilities Department
3101 SE Inner Loop
Georgetown, TX 78726

SERVICE PROVIDER:

S-F Mechanical Group Inc.
Name of Service Provider

Tommy Schwartz
Authorized Signature

Tommy Schwartz
Printed Name

Date: April 2 ____, 2024

Address: 15705 Brenda St
Austin, Texas 78728

P.O. Box 81305
Austin, Texas 78708

Buy Board Rates

Effective April 1, 2024 - March 31, 2025

Description		Price	
Plumbing Apprentice	Standard	$ 69.68	
Plumbing Apprentice	Non-Standard	$ 100.80	
Plumbing Journeyman	Standard	$ 95.18	
Plumbing Journeyman	Non-Standard	$ 131.12	
Plumbing Master	Standard	$ 120.78	Service Tech Rates
Plumbing Master	Non-Standard	$ 181.17	
Plumbing Other	Standard	$ 70.85	Service Tech
Plumbing Other	Non-Standard	$ 102.48	Apprentice Rates

Description		Price	
HVAC Apprentice	Standard	$ 69.68	
HVAC Apprentice	Non-Standard	$ 100.80	
HVAC Journeyman	Standard	$ 95.18	
HVAC Journeyman	Non-Standard	$ 131.12	
HVAC Master	Standard	$ 120.78	Service Tech Rates
HVAC Master	Non-Standard	$ 181.17	
HVAC Other	Standard	$ 70.85	Service Tech
HVAC Other	Non-Standard	$ 102.48	Apprentice Rates

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141203

Date Filed:
04/02/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
5-F Mechanical Group Inc.
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.
#733-24
Master Service Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
WILCO Commissioner Court	Georgetown, TX United States	X	
Williams, Stacian	Georgetown, TX United States		X
Moore, Shantil	Georgetown, TX United States		X
Piefer, Joe	Georgetown, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tommy Schwartz, and my date of birth is [redacted]

My address is [redacted] (street), Taylor (city), TX (state), 76574 (zip code), WilCo (country)

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

Executed in Williamson County, State of Texas, on the 2nd day of April (month), 2024 (year).

Tommy Schwartz
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141203

Date Filed:
04/02/2024

Date Acknowledged:
04/02/2024

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

5-F Mechanical Group Inc.
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.

#733-24
Master Service Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WILCO Commissioner Court	Georgetown, TX United States	X	
Williams, Stacian	Georgetown, TX United States		X
Moore, Shantil	Georgetown, TX United States		X
Piefer, Joe	Georgetown, 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 **59.**

Meeting Date: 04/09/2024

Jail Magistrate P540 - Change Order #2

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order #2 between Williamson County and J.T. Vaughn Construction in the amount of $219,751.14 for additional work to be performed at the Jail Magistrate. Funding Source: P540.

Background

This Change Order is to fund additional scopes of work added through ASI-004; Door and HVAC Revisions, RFI-103; Reception Desk Security Upgrades and RFI-113; Security HVAC Grill Revisions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Magistrate - P540 - CO2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:06 AM
Form Started By: Christy Matoska		Started On: 04/03/2024 04:52 PM
Final Approval Date: 04/04/2024		

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Magistrate Court Renovation
306 W 4th St.
Georgetown, TX. 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/22/2021

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: 03/28/2024

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
Talex Engineers
6300 La Calma Dr. Ste 100
Austin, TX. 78752

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 002 includes the below listed Vaughn Change Proposals 06, 07, and 08. For Vaughn Project No.2838-07.

- CP No. 06 - Provide a reception desk in accordance with RFI - 103	$ 198,049.38
- CP No. 07 - Provide doors and HVAC revisions in accordance with ASI-004	$ 11,518.49
- CP No. 08 - Provide security grille revisions in accordance with RFI - 113	$ 8,353.40
- CP No. 09 - Provide door for reception desk in accordance with RFI -103	$ 1,830.27

The original Contract Sum was	$ 3,167,709.00
The net change by previously authorized Change Orders	$ 44,960.30
The Contract Sum prior to this Change Order was	$ 3,212,669.30
The Contract Sum will be increased by this Change Order in the amount of	$ 219,751.14
The new Contract Sum including this Change Order will be	$ 3,432,420.44

The Contract Time will be increased by fourteen (14) days.
The new date of Substantial Completion will be 05/18/24

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
Talex Engineering	J. T. Vaughn Construction, LLC	Williamson County, Texas
(Firm name)	*(Firm name)*	*(Firm name)*
Oscar Villarreal	M. C	
SIGNATURE	SIGNATURE	SIGNATURE
Oscar Villarreal	Mike Simpson, Secretary	Dale Butler
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4/3/2024	4/3/2024	
DATE	DATE	DATE

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User Notes:
(3B9ADA4C)

Commissioners Court - Regular Session **60.**

Meeting Date: 04/09/2024

Award of IFB #24IFB29 IFB CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements to Dan Williams Company for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #24IFB29 Foam Asphalt Stabilization Roadway and Drainage Improvements to Dan Williams Company in the not-to-exceed amount of $1,295,908.25 and authorize execution of the agreement.

Background

Williamson County sent out two thousand three hundred thirty (2,330) notifications with forty-five (45) document takers and received one (1) vendor submission. The submittal has been reviewed and the only apparent bid, Dan Williams Company was found to be responsive, mathematically correct, and materially balanced. Dan Williams Company has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to Dan Williams Company. Funding source is 01.0200.0210.003599 and point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Tabulation

Form 1295 - Dan Williams Company

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:32 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:50 AM
Form Started By: Fernando Ramirez		Started On: 04/02/2024 09:09 AM
Final Approval Date: 04/04/2024		

2409

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Dan Williams Company** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB29 , CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **One Million, Two Hundred Ninety Five Thousand, Nine Hundred Eight dollars and Twenty Five Cents** (**$1,295,908.25**) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB29 , including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **35 Days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 40 Days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 per day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:

By: _____

Printed Name: D. C. Williams

Title: President

Date: 3-22-24

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Contractor Name:		Dan Williams Company				
Bid Form						
CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements						
Williamson County, Texas						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
100	6002	PREPARING ROW	STA	43	3,000.00	129,000.00
110	6002	EXCAVATION (CHANNEL)	CY	93	80.00	7,440.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	334	90.00	30,060.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	4,265	3.00	12,795.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	4,265	0.30	1,279.50
166	6001	FERTILIZER	AC	0.10	3,000.00	300.00
168	6001	VEGETATIVE WATERING	MG	71	21.25	1,508.75
169	6001	SOIL RETENTION BLANKETS (CL I) (TY A)	SY	2,832	2.00	5,664.00
247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	1,403	85.00	119,255.00
260	2009	LIME TRT (EXST MATL)(10")	SY	10,097	6.50	65,630.50
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	174	298.00	51,852.00
310	6027	PRIME COAT(MC-30 OR AE-P)	GAL	2,020	6.00	12,120.00
316	6175	AGGR(TY-B GR-4 SAC-B)	CY	176	650.00	114,400.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	9,087	6.50	59,065.50
3088	6003A	FOAMED ASPHALT TREAT (5")(DC)	SY	10,097	8.50	85,824.50
3088	6008	ASPHALT BINDER (PG 64-22)	GAL	20,624	3.50	72,184.00
432	6030	RIPRAP (STONE COMMON)(GROUT)(12 IN)	CY	41	300.00	12,300.00
432	6003	RIPRAP (CONC)(6 IN)	CY	54	725.00	39,150.00
460	6010	CMP AR (GAL STL DES 3)	LF	186	150.00	27,900.00
460	6024	CMP AR (GAL STL DES 7)	LF	54	375.00	20,250.00
466	6114	HEADWALL (CH - PW - A - 0) (DES= 7)	EA	2	25,000.00	50,000.00
466	6119	HEADWALL (CH - PW - A - S) (DES= 3)	EA	1	20,000.00	20,000.00
467	6537	SET (TY II) (DES 3) (CMP) (6: 1) (P)	EA	6	2,000.00	12,000.00
467	6532	SET (TY II) (DES 3) (CMP) (3: 1) (C)	EA	2	3,200.00	6,400.00
496	6004	REMOV STR (SET)	EA	3	500.00	1,500.00
496	6006	REMOV STR (HEADWALL)	EA	1	1,550.00	1,550.00
496	6007	REMOV STR (PIPE)	LF	52	55.00	2,860.00
496	6050	REMOV STR (DRIVEWAY CULVERT)	EA	3	1,200.00	3,600.00
500	6001	MOBILIZATION	LS	1	120,000.00	120,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	55,000.00	110,000.00
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	444	45.00	19,980.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	444	22.00	9,768.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,094	4.00	12,376.00
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,094	0.75	2,320.50
530	6006	DRIVEWAYS (SURF TREAT)	SY	603	45.00	27,135.00
530	6004	DRIVEWAYS (CONC)	SY	158	180.00	28,440.00
					PROJECT TOTAL	1,295,908.25

March 19, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements – Bid #24IFB29

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Dan Williams Company) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Dan Williams Company - $1,295,908.25

The Contractor's low base bid is $223,541.25 above the Engineer's Estimate, a cost increase of 17.25%.

In addition to meeting the bid qualifications, Dan Williams Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,295,908.25 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Dan Williams Company the contract for the CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williams for JTE

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name:		Dan Williams Company				
Bid Form February 22, 2024 **CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements** **Williamson County, Texas**						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST
100	6002	PREPARING ROW	STA	43	3,000.00	129,000.00
110	6002	EXCAVATION (CHANNEL)	CY	93	80.00	7,440.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	334	90.00	30,060.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	4,265	3.00	12,795.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	4,265	0.30	1,279.50
166	6001	FERTILIZER	AC	0.10	3,000.00	300.00
168	6001	VEGETATIVE WATERING	MG	71	21.25	1,508.75
169	6001	SOIL RETENTION BLANKETS (CL I) (TY A)	SY	2,832	2.00	5,664.00
247	6041	FL BS (CMP IN PLC)(TYA GR1-2)(FNAL POS)	CY	1,403	85.00	119,255.00
260	2009	LIME TRT (EXST MATL)(10")	SY	10,097	6.50	65,630.50
260	6002	LIME (HYDRATED LIME (SLURRY))	TON	174	298.00	51,852.00
310	6027	PRIME COAT(MC-30 OR AE-P)	GAL	2,020	6.00	12,120.00
316	6175	AGGR(TY-B GR-4 SAC-B)	CY	176	650.00	114,400.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	9,087	6.50	59,065.50
3088	6003A	FOAMED ASPHALT TREAT (5")(DC)	SY	10,097	8.50	85,824.50
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530	6004	DRIVEWAYS (CONC)	SY	158	180.00	28,440.00
					PROJECT TOTAL	1,295,908.25

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136923

Date Filed:
03/20/2024

Date Acknowledged:
03/21/2024

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

Dan Williams Company
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.

Bid #24IFB29
CR 283 Foam Asphalt Stabilization Roadway & Drainage Improvements

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

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:
2024-1136923

Date Filed:
03/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dan Williams Company
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.
Bid #24IFB29
CR 283 Foam Asphalt Stabilization Roadway & Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williams, Dan	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dan Williams, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78759 (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 21 day of March (month) 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **61.**

Meeting Date: 04/09/2024

Award of IFB #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 to Joe Bland Construction, LP for Roa and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 to Joe Bland Construction, LP in the not-to-exceed amount of $1,058,999.75 and authorize execution of the agreement. The funding source is P641.

Background

Williamson County sent out two thousand three hundred and thirty-two (2,332) notifications with fifty-two (52) document takers and received three (3) vendor submissions. The bids for the project have been reviewed and the apparent low bid, Joe Bland Construction, LP, was found to be responsive, mathematically correct, and materially balanced. Joe Bland Construction has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to Joe Bland Construction, LP. The funding source is P641 and point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation- All submittals

Form 1295 - Joe Bland Construction LP

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:30 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:51 AM
Form Started By: Fernando Ramirez		Started On: 04/02/2024 09:43 AM
Final Approval Date: 04/04/2024		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Joe Bland Construction L.P** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB32 , CR 200 HMAC Widening from Lacky Creek to CR 203 ; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **One Million, Fifty Eight Thousand, Nine Hundred Ninety Nine dollars and 75 Cents ($ 1,058,999.75)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB32 , including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **35 Days**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 40 Days** ; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **$500.00 Per Day** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

JOE BLAND CONSTRUCTION, LP

By: _____

Printed Name: Collin Bland

Title: Vice President, Bland, Inc., General Partner

Date: 3/25/2024

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Andrew Batten
Project Manager
9500 W Parmer Ln, Ste 1301
Austin, TX 78717
Phone (512) 821-2808
Fax _____

March 19, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 200 HMAC Widening from Lackey Creek to CR 203 – Bid #24IFB32

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Joe Bland Construction, L.P) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Joe Bland Construction, L.P - $1,058,999.75
2. Bennett Paving, Inc. - $1,111,517.01
3. Aaron Concrete Contractors, LLC - $1,287,657.51

The Contractor's low base bid is $38,311.25 below the Engineer's Estimate, a cost decrease of 3.49%.

In addition to meeting the bid qualifications, Smith Contracting has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,058,999.75 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Joe Bland Construction, L.P the contract for the CR 200 HMAC Widening from Lackey Creek to CR 203.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williams for JTE

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name:	Joe Bland Construction, L.P					
Bid Form **CR 200 HMAC Widening from Lackey Creek to CR 203** **Williamson County, Texas**						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
100	6002	PREPARING ROW	STA	93	$ 1,050.00	$ 97,650.00
112	6004	SUBGRADE WIDENING (ORD COMP)	SY	8,075	$ 7.50	$ 60,562.50
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	21	$ 216.00	$ 4,536.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	6,057	$ 4.00	$ 24,228.00
164	6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	6,057	$ 0.40	$ 2,422.80
166	6001	FERTILIZER	AC	1.26	$ 2,672.00	$ 3,366.72
168	6001	VEGETATIVE WATERING	MG	751	$ 29.00	$ 21,779.00
340	6011	D-GR HMA(SQ) TY-B PG64-22	TON	2,665	$ 162.50	$ 433,062.50
340	6122	D-GR HMA(SQ) TY-D PG70-22	TON	889	$ 253.00	$ 224,917.00
340	6272	TACK COAT	GAL	1,454	$ 4.50	$ 6,543.00
500	6001	MOBILIZATION	LS	1	$ 95,837.33	$ 95,837.33
502	6001	BARRICADES,SIGNS AND TRAFFIC HANDLING	MO	2	$ 9,901.00	$ 19,802.00
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	230	$ 115.00	$ 26,450.00
666	6174	REFL PAV MRK TY II (W) 6" (SLD)	LF	19,382	$ 0.30	$ 5,814.60
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)	LF	19,899	$ 0.30	$ 5,969.70
666	6308	RE PM W/RET REQ TY I (W)6"(SLD)(090MIL)	LF	19,382	$ 0.60	$ 11,629.20
666	6320	RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	LF	19,899	$ 0.60	$ 11,939.40
672	6009	REFL PV MRKR TY II-AA	EA	249	$ 10.00	$ 2,490.00
					PROJECT TOTAL	$ 1,058,999.75

24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203

Tuesday February 13, 2024

Supplier Name	Received Date	Amount
Aaron Concrete Contractors, L,L.C.	2/13/2024	$1,287,657.51
Bennett Paving Inc.	2/13/2024	$1,111,517.01
Chasco Constructors	2/13/2024	$0.00
Joe Bland Construction, L.P	2/13/2024	$1,058,999.75

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136669

Date Filed:
03/20/2024

Date Acknowledged:
03/20/2024

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

Joe Bland Construction, LP
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.

24IFB32
CR 200 HMAC Widening from Lackey Creek to CR 203

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1136669

Date Filed:
03/20/2024

Date Acknowledged:

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

Joe Bland Construction, LP
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.

24IFB32
CR 200 HMAC Widening from Lackey Creek to CR 203

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

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

6 UNSWORN DECLARATION

My name is Joe Bland, and my date of birth is [redacted].

My address is [redacted] (street), Austin (city), TX (state), 78717 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 20 day of March (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **62.**

Meeting Date: 04/09/2024

Award of IFB #24IFB33 for Construction of Bud Stockton at FM 487 Traffic Signal with Austin Traffic Signal Construction Co. Inc. for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #24IFB33 Construction of Bud Stockton at FM 487 Traffic Signal with Austin Traffic Signal Construction Co. Inc. (ATS) in the not-to-exceed amount of $553,983.00 and authorize execution of the agreement. Funding source is Road Bond P307.

Background

Williamson County sent out seven thousand four hundred and seventy-six (7,476) notifications with fifty-seven (57) document takers and received three (3) vendor submissions that were reviewed, and apparent low bid, Austin Traffic Signal Construction Co., Inc. (ATS) was found to be responsive and materially balanced. ATS has completed previous Williamson County Road Bond projects of equal scope of work. Based on the quality of work performed by the Contractor, and favorable working relationship with the county and its representatives, it is recommended that Williamson County award to Austin Traffic Signal Construction Co., Inc. this solicitation. Funding source is Road Bond P307 and HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation Summary

Form 1295 Austin Traffic Signals

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/04/2024 04:35 AM
County Judge Exec Asst.	Becky Pruitt	04/04/2024 08:47 AM
Form Started By: Fernando Ramirez		Started On: 04/02/2024 08:00 AM
Final Approval Date: 04/04/2024		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

March 22, 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
Bud Stockton LP at FM487 Traffic Signal
Williamson County Project No. 24IFB33
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 (Austin Traffic Signal Construction Co., Inc. - ATS) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Austin Traffic Signal Construction Co., Inc.	$553,983.00
2.	The Levy Company, Inc.	$565,786.80
3.	DeNucci Constructors, LLC	$796,666.00

The lowest bidder was $118,358.31 lower than the Engineers Estimate, a cost savings of 17.60%. The bidding was competitive with the lowest two bidders being within 2.1% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, ATS has completed previous Williamson County Road Bond projects including Chandler at FM 1660 Intersection Improvements, Corridor H / Sam Bass - Interim Signals, and Neenah Avenue at Pearson Ranch Road Traffic Signal. 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, Kimley Horn, for award of the Bud Stockton LP at FM487 Traffic Signal construction contract to ATS in the amount of $553,983.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Terron Evertson, Williamson County
Christen Eschberger, HNTB Corporation

Williamson County Road Bond Program
Bud Stockton at FM487 Traffic Signal
March 13, 2024

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Austin Traffic Signal Construction Co., Inc.	$ 553,983.00	1	($118,358.31)	-17.60%	$ -	0.0%
The Levy Company, Inc.	$ 565,786.80	2	($106,554.51)	-15.8%	$ 11,803.80	2.1%
DeNucci Constructors, LLC	$ 796,666.00	3	$124,324.69	18.5%	$ 242,683.00	43.8%

Williamson County Road Bond Program
Bud Stockton at FM487 Traffic Signal
March 13, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal Construction Co., Inc.		The Levy Company, Inc.		DeNucci Constructors, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	105-6092	REMOVING STAB BASE AND ASPH PAV (5"-8")	90	SY	$ 7.50	$ 675.00	$ 50.00	$ 4,500.00	$ 66.00	$ 5,940.00	$ 125.00	$ 11,250.00
2	162-6002	BLOCK SODDING	73	SY	$ 10.00	$ 730.00	$ 35.00	$ 2,555.00	$ 55.00	$ 4,015.00	$ 10.00	$ 730.00
3	168-6001	VEGETATIVE WATERING	1	MG	$ 50.00	$ 50.00	$ 1,000.00	$ 1,000.00	$ 1,300.00	$ 1,300.00	$ 225.00	$ 225.00
4	416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	22	LF	$ 1,000.00	$ 22,000.00	$ 300.00	$ 6,600.00	$ 440.00	$ 9,680.00	$ 500.00	$ 11,000.00
5	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	26	LF	$ 1,100.00	$ 28,600.00	$ 375.00	$ 9,750.00	$ 480.00	$ 12,480.00	$ 600.00	$ 15,600.00
6	450-6048	RAIL (HANDRAIL)(TY B)	49	LF	$ 325.00	$ 15,925.00	$ 400.00	$ 19,600.00	$ 285.00	$ 13,965.00	$ 550.00	$ 26,950.00
7	500-6001	MOBILIZATION	1	LS	$ 58,849.21	$ 58,849.21	$ 50,000.00	$ 50,000.00	$ 54,000.00	$ 54,000.00	$ 30,000.00	$ 30,000.00
8	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	$ 5,000.00	$ 10,000.00	$ 6,200.00	$ 12,400.00	$ 14,400.00	$ 28,800.00	$ 3,500.00	$ 7,000.00
9	529-6012	CONC CURB (SLOTTED)	282	LF	$ 75.00	$ 21,150.00	$ 100.00	$ 28,200.00	$ 49.50	$ 13,959.00	$ 36.00	$ 10,152.00
10	529-6016	CONC CURB (TY F1)	25	LF	$ 350.00	$ 8,750.00	$ 400.00	$ 10,000.00	$ 160.00	$ 4,000.00	$ 30.00	$ 750.00
11	531-6002	CONC SIDEWALKS (5")	18	SY	$ 150.00	$ 2,700.00	$ 225.00	$ 4,050.00	$ 240.00	$ 4,320.00	$ 165.00	$ 2,970.00
12	531-6022	CURB RAMPS (TY 5)	11	SY	$ 175.00	$ 1,925.00	$ 550.00	$ 6,050.00	$ 290.00	$ 3,190.00	$ 320.00	$ 3,520.00
13	531-6024	CURB RAMPS (TY 7)	38	SY	$ 175.00	$ 6,650.00	$ 550.00	$ 20,900.00	$ 525.00	$ 19,950.00	$ 320.00	$ 12,160.00
14	531-6031	CURB RAMPS (TY 22)	24	SY	$ 175.00	$ 4,200.00	$ 550.00	$ 13,200.00	$ 440.00	$ 10,560.00	$ 320.00	$ 7,680.00
15	536-6002	CONC MEDIAN	62	SY	$ 175.00	$ 10,850.00	$ 250.00	$ 15,500.00	$ 185.00	$ 11,470.00	$ 165.00	$ 10,230.00
16	618-6023	CONDT (PVC) (SCH 40) (2")	415	LF	$ 15.00	$ 6,225.00	$ 12.00	$ 4,980.00	$ 19.00	$ 7,885.00	$ 45.00	$ 18,675.00
17	618-6029	CONDT (PVC) (SCH 40) (3")	420	LF	$ 25.00	$ 10,500.00	$ 15.00	$ 6,300.00	$ 26.00	$ 10,920.00	$ 55.00	$ 23,100.00
18	618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	975	LF	$ 60.00	$ 58,500.00	$ 46.00	$ 44,850.00	$ 34.00	$ 33,150.00	$ 145.00	$ 141,375.00
19	620-6008	ELEC CONDR (NO.8) INSULATED	3,395	LF	$ 2.50	$ 8,487.50	$ 2.00	$ 6,790.00	$ 1.60	$ 5,432.00	$ 6.00	$ 20,370.00
20	620-6010	ELEC CONDR (NO.6) INSULATED	190	LF	$ 5.00	$ 950.00	$ 2.00	$ 380.00	$ 2.00	$ 380.00	$ 6.00	$ 1,140.00
21	624-6009	GROUND BOX TY D (162922)	2	EA	$ 2,000.00	$ 4,000.00	$ 1,900.00	$ 3,800.00	$ 1,500.00	$ 3,000.00	$ 2,200.00	$ 4,400.00
22	624-6010	GROUND BOX TY D (162922)W/APRON	7	EA	$ 2,500.00	$ 17,500.00	$ 2,300.00	$ 16,100.00	$ 2,000.00	$ 14,000.00	$ 2,400.00	$ 16,800.00
23	628-6165	ELC SRV TY D 120/240 070(NS)AL(E)SP(O)	1	EA	$ 14,000.00	$ 14,000.00	$ 6,000.00	$ 6,000.00	$ 9,200.00	$ 9,200.00	$ 10,500.00	$ 10,500.00
24	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	2	EA	$ 1,000.00	$ 2,000.00	$ 1,200.00	$ 2,400.00	$ 1,400.00	$ 2,800.00	$ 650.00	$ 1,300.00
25	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 1,600.00	$ 1,600.00	$ 650.00	$ 650.00
26	644-6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	2	EA	$ 500.00	$ 1,000.00	$ 243.00	$ 486.00	$ 300.00	$ 600.00	$ 450.00	$ 900.00
27	644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	$ 750.00	$ 750.00	$ 1,500.00	$ 1,500.00	$ 1,400.00	$ 1,400.00	$ 650.00	$ 650.00
28	644-6076	REMOVE SM RD SN SUP&AM	4	EA	$ 150.00	$ 600.00	$ 75.00	$ 300.00	$ 180.00	$ 720.00	$ 300.00	$ 1,200.00
29	644-6078	REMOVE SM RD SN SUP&AM (SIGN ONLY)	2	EA	$ 100.00	$ 200.00	$ 40.00	$ 80.00	$ 35.00	$ 70.00	$ 400.00	$ 800.00
30	658-6060	REMOVE DELIN & OBJECT MARKER ASSMS	5	EA	$ 100.00	$ 500.00	$ 80.00	$ 400.00	$ 35.00	$ 175.00	$ 250.00	$ 1,250.00
31	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	486	LF	$ 25.00	$ 12,150.00	$ 15.00	$ 7,290.00	$ 10.00	$ 4,860.00	$ 25.00	$ 12,150.00
32	666-6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	5	EA	$ 100.00	$ 500.00	$ 145.00	$ 725.00	$ 25.00	$ 125.00	$ 550.00	$ 2,750.00
33	666-6225	PAVEMENT SEALER 6"	32	LF	$ 0.30	$ 9.60	$ 2.00	$ 64.00	$ 1.00	$ 32.00	$ 35.00	$ 1,120.00
34	666-6230	PAVEMENT SEALER 24"	486	LF	$ 7.50	$ 3,645.00	$ 4.00	$ 1,944.00	$ 0.75	$ 364.50	$ 12.00	$ 5,832.00
35	666-6243	PAVEMENT SEALER (YLD TRI)	5	EA	$ 35.00	$ 175.00	$ 16.00	$ 80.00	$ 5.00	$ 25.00	$ 120.00	$ 600.00
36	666-6309	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	32	LF	$ 1.50	$ 48.00	$ 1.00	$ 32.00	$ 5.00	$ 160.00	$ 25.00	$ 800.00
37	677-6001	ELIM EXT PAV MRK & MRKS (4")	155	LF	$ 2.50	$ 387.50	$ 2.00	$ 310.00	$ 1.50	$ 232.50	$ 8.00	$ 1,240.00
38	677-6003	ELIM EXT PAV MRK & MRKS (8")	235	LF	$ 5.00	$ 1,175.00	$ 3.00	$ 705.00	$ 3.00	$ 705.00	$ 10.00	$ 2,350.00
39	677-6007	ELIM EXT PAV MRK & MRKS (24")	111	LF	$ 10.00	$ 1,110.00	$ 8.00	$ 888.00	$ 5.00	$ 555.00	$ 12.00	$ 1,332.00
40	677-6019	ELIM EXT PAV MRK & MRKS (36")(YLD TRI)	4	EA	$ 50.00	$ 200.00	$ 80.00	$ 320.00	$ 15.00	$ 60.00	$ 22.00	$ 88.00
41	678-6002	PAV SURF PREP FOR MRK (6")	32	LF	$ 1.00	$ 32.00	$ 1.00	$ 32.00	$ 0.10	$ 3.20	$ 6.00	$ 192.00
42	678-6008	PAV SURF PREP FOR MRK (24")	486	LF	$ 2.50	$ 1,215.00	$ 3.00	$ 1,458.00	$ 0.10	$ 48.60	$ 10.00	$ 4,860.00
43	678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	5	EA	$ 20.00	$ 100.00	$ 8.00	$ 40.00	$ 1.00	$ 5.00	$ 12.00	$ 60.00
44	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 35,000.00	$ 35,000.00	$ 30,000.00	$ 30,000.00	$ 46,400.00	$ 46,400.00	$ 32,000.00	$ 32,000.00
45	682-6001	VEH SIG SEC (12")LED(GRN)	8	EA	$ 450.00	$ 3,600.00	$ 325.00	$ 2,600.00	$ 360.00	$ 2,880.00	$ 450.00	$ 3,600.00
46	682-6002	VEH SIG SEC (12")LED(GRN ARW)	4	EA	$ 450.00	$ 1,800.00	$ 325.00	$ 1,300.00	$ 360.00	$ 1,440.00	$ 450.00	$ 1,800.00
47	682-6003	VEH SIG SEC (12")LED(YEL)	8	EA	$ 450.00	$ 3,600.00	$ 325.00	$ 2,600.00	$ 360.00	$ 2,880.00	$ 450.00	$ 3,600.00
48	682-6004	VEH SIG SEC (12")LED(YEL ARW)	6	EA	$ 450.00	$ 2,700.00	$ 325.00	$ 1,950.00	$ 360.00	$ 2,160.00	$ 450.00	$ 2,700.00
49	682-6005	VEH SIG SEC (12")LED(RED)	8	EA	$ 450.00	$ 3,600.00	$ 325.00	$ 2,600.00	$ 360.00	$ 2,880.00	$ 450.00	$ 3,600.00
50	682-6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	$ 450.00	$ 1,800.00	$ 325.00	$ 1,300.00	$ 360.00	$ 1,440.00	$ 450.00	$ 1,800.00
51	682-6018	PED SIG SEC (LED)(COUNTDOWN)	8	EA	$ 1,500.00	$ 12,000.00	$ 550.00	$ 4,400.00	$ 820.00	$ 6,560.00	$ 2,600.00	$ 20,800.00
52	682-6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	10	EA	$ 250.00	$ 2,500.00	$ 110.00	$ 1,100.00	$ 170.00	$ 1,700.00	$ 200.00	$ 2,000.00
53	682-6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	$ 250.00	$ 500.00	$ 167.00	$ 334.00	$ 230.00	$ 460.00	$ 300.00	$ 600.00
54	684-6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	1,370	LF	$ 2.50	$ 3,425.00	$ 2.00	$ 2,740.00	$ 1.50	$ 2,055.00	$ 8.00	$ 10,960.00
55	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2,990	LF	$ 3.50	$ 10,465.00	$ 3.00	$ 8,970.00	$ 2.05	$ 6,129.50	$ 8.00	$ 23,920.00
56	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	870	LF	$ 5.00	$ 4,350.00	$ 4.00	$ 3,480.00	$ 3.35	$ 2,914.50	$ 8.00	$ 6,960.00
57	686-6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	2	EA	$ 14,000.00	$ 28,000.00	$ 15,000.00	$ 30,000.00	$ 13,700.00	$ 27,400.00	$ 22,000.00	$ 44,000.00
58	686-6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	2	EA	$ 17,500.00	$ 35,000.00	$ 16,000.00	$ 32,000.00	$ 16,400.00	$ 32,800.00	$ 32,000.00	$ 64,000.00
59	687-6001	PED POLE ASSEMBLY	6	EA	$ 5,500.00	$ 33,000.00	$ 3,700.00	$ 22,200.00	$ 3,300.00	$ 19,800.00	$ 2,600.00	$ 15,600.00
60	688-6001	PED DETECT PUSH BUTTON (APS)	8	EA	$ 2,500.00	$ 20,000.00	$ 800.00	$ 6,400.00	$ 950.00	$ 7,600.00	$ 2,200.00	$ 17,600.00
61	688-6003	PED DETECTOR CONTROLLER UNIT	1	EA	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 4,000.00	$ 4,000.00	$ 4,500.00	$ 4,500.00
62	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA	$ 3,000.00	$ 12,000.00	$ 1,800.00	$ 7,200.00	$ 4,400.00	$ 17,600.00	$ 4,500.00	$ 18,000.00
63	6004-6031	ITS COM CBL (ETHERNET)	65	LF	$ 7.50	$ 487.50	$ 10.00	$ 650.00	$ 1.40	$ 91.00	$ 65.00	$ 4,225.00
64	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	$ 10,000.00	$ 10,000.00	$ 8,600.00	$ 8,600.00	$ 8,900.00	$ 8,900.00	$ 8,500.00	$ 8,500.00
65	6185-6002	TMA (STATIONARY)	10	DAY	$ 400.00	$ 4,000.00	$ 300.00	$ 3,000.00	$ 130.00	$ 1,300.00	$ 2,800.00	$ 28,000.00
66	6185-6005	TMA (MOBILE OPERATION)	2	DAY	$ 1,250.00	$ 2,500.00	$ 500.00	$ 1,000.00	$ 130.00	$ 260.00	$ 3,500.00	$ 7,000.00
67	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	$ 12,000.00	$ 48,000.00	$ 6,300.00	$ 25,200.00	$ 7,100.00	$ 28,400.00	$ 3,200.00	$ 12,800.00
68	6292-6002	RVDS(ADVANCE DETECTION ONLY)	2	EA	$ 12,000.00	$ 24,000.00	$ 6,300.00	$ 12,600.00	$ 8,300.00	$ 16,600.00	$ 3,200.00	$ 6,400.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.												
69	999-WC01	FORCE ACCOUNT	25000	DOL	$ 1.00	$ 25,000.00	1	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 672,341.31**		**$ 553,983.00**		**$ 565,786.80**		**$ 796,666.00**
		ACTUAL BID PROPOSAL						$553,983.00		$565,786.80		$796,666.00
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y
		Bid Affidavit						Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y
		Child Support-Business Ownership Form						Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y
		Debarment Certification						Y		Y		N

March 13, 2024

Mr. Whit Friend, P.E.
Williamson County Road Bond Program
101 E Old Settlers Blvd, Suite 225
Round Rock, TX 78664

RE: C. Bud Stockton Loop at FM 487 Traffic Signal Bid Award Recommendation

Dear Mr. Friend:

Kimley-Horn has reviewed the bid documents submitted by Austin Traffic Signal Construction Co., Inc. (ATS), The Levy Company, Inc., and DeNucci Constructors, LLC on March 13, 2024. The bids received from all the Contractors appear to be complete, and no discrepancies were noticed on the Contractors' bid forms.

Subject to all other requirements being met, Kimley-Horn recommends that Williamson County accept the bids and award Austin Traffic Signal Construction Co., Inc. the contract for $553,983.00 for the C. Bud Stockton Loop at FM 487 Traffic Signal project.

Please contact me at (512)-886-4096 or justin.kinne@kimley-horn.com should you have any questions.

Sincerely,

Justin A. Kinne, P.E.

Attachment: Bid Tabulation Comparison

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 Austin Traffic Signal Construction Co., Inc. (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. **P307 - Bud Stockton and FM 487 Traffic Signal**

Article 2. Engineer of Record

The Project has been designed by **Kimley Horn**, 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 **263** 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 Five Hundred Fifty-Three Thousand, Nine Hundred Eighty-Three Dollars and Zero Cents $553,983.00 (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:_____ By: _____

Bill Gravell, Jr.,
Williamson County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134422

Date Filed:
03/13/2024

Date Acknowledged:

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
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

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.**

CSJ 1201-02-027 24IFB33
BUD STOCKTON-FM 487 TRAFFIC SIGNAL

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SHIN, FRED	Roundrock, TX United States	X	

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

6 **UNSWORN DECLARATION**

My name is Edward G. Schroeder, 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 13th day of March, 2024
(month) (year)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134422

Date Filed:
03/13/2024

Date Acknowledged:
03/25/2024

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
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

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.

CSJ 1201-02-027 24IFB33
BUD STOCKTON-FM 487 TRAFFIC SIGNAL

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
SHIN, FRED	Roundrock, 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 **63.**

Meeting Date: 04/09/2024

Corridor A2 Multimodal Project Discretionary Grant Application

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Corridor A2 Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2023 Road Bond funds.

Background

Williamson County is seeking Federal Multimodal Project Discretionary Grant funding for the Corridor A2 construction from FM 973 to SH 95. Applications for the grant are due on May 6th.
The anticipated construction and utility relocation cost is $31M, with $25M (80%) federal funding requested and $6M local match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MPDG Grant Resolution

Judge Gravell Funding Support Letter

Grant Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:09 AM
Form Started By: Vicky Edwards		Started On: 04/04/2024 10:44 AM
Final Approval Date: 04/04/2024		

A Resolution of the Williamson County Commissioners Court Approving the Williamson County Project Application to Be Submitted to the U. S. Department of Transportation for FY 2025-2026 Project Call For Project Funding

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, November 2021) (Bipartisan Infrastructure Law, or BIL) appropriated $15 billion across three programs (the National Infrastructure Project Assistance Grants Program (Mega), the Nationally Significant Multimodal Freight and Highways Projects Grants Program (Infrastructure for Rebuilding America or INFRA) and the Rural Surface Transportation Grant Program (Rural) to be awarded by the Department of Transportation for national infrastructure investments for the period of FY 2022 – FY 2026, and

WHEREAS, the Office of the Secretary of Transportation, ("DOT") has announced a $5.1 billion project call for Year 2025-2026 soliciting applications for a funding program known as Multimodal Project Discretionary Grant, or MPDG program; and

WHEREAS, the Williamson County Commissioner's Court approved and adopted the Long-Range Transportation Plan (LRTP) in October 2009 and subsequent amendments and approved specific funding for the development of corridors identified in the LRTP in the FY 2017 budget; and

WHEREAS, the following element of the Williamson County LRTP and Williamson Corridor Program has been identified as being competitive for the MPDG Program call:

- Corridor A2; as shown on Exhibit "A", attached hereto.

WHEREAS, the award of the MPDG funding for this project could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction; and

WHEREAS, if the project listed above is selected, Williamson County is committed to contributing the local funding match.

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

(a) That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described project from the Multimodal Project Discretionary Grant, or MPDG program.

RESOLVED this ____ day of April, 2024.

_____

Bill Gravell, Jr., County Judge

ATTEST:

_____

Nancy E. Rister, County Clerk

Exhibit “A”


Windy Ridge Rd
Rio Grande St
Samsung Hwy
406
452
95
973
497
405
N
WILCO
TEXAS
CORRIDOR A2
FM 973 TO SH 95
LEGEND
Project Alignment

April 9, 2024

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Multimodal Project Discretionary Grant (MPDG) for Corridor A2

Dear Secretary Buttigieg:

I write to express Williamson County's financial commitment to the Corridor A2 funding application.

The Project's estimated construction and utility relocation cost is $31M (as presented in our MPDG grant application). Williamson County commits to contributing $6M in non-federal funds to support this Project as expressed in our Project application. The Corridor A2 Grant Request was approved by the Williamson County Commissioners Court on April 9, 2024 (see attached).

Our county is committed to this Project as the Corridor A2 project will provide an east-west route between FM 973 and SH 95. This new capacity will provide an alternative to US 79, which experiences substantial traffic delays through Hutto and Taylor, in order to access IH 35 and other major state highways in the area. This improved mobility will benefit existing high-tech facilities located south of US 79, such as Samsung, and new high-tech facilities proposed at the Hutto Megasite. The investment is vital to the economy of Central Texas and aims to provide safe and reliable roadways in an area of rapid population and economic growth. In addition, the reduction of heavy freight traffic on US 79 through Hutto and Taylor will enhance the City's reinvigoration and development efforts in the downtown area. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only $25M to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Grant Title/Project Name:	Multimodal Project Discretionary Grant (MPDG) / Corridor A2 Project
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Spring 2027
End Date:	Late 2028
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction and utility relocation funding for Corridor A2 from FM 973 to SH 95.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$31,000,000.00
Please provide a breakdown of the total cost above.	Construction - $29,500,000.00 Utility Relocation - $1,500,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$6,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond Funds.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of $49.9M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Commissioners Court - Regular Session **64.**

Meeting Date: 04/09/2024

Diamond 24RFSQ13 WA2 Centerline Alignment Various Co Rds

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 Work Authorization No 2 in the amount of $118,900.00 to expire on March 31, 2026 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024 for Best Fit Roadway Centerline Alignment Various County Roads Throughout Williamson County. Funding source: 01.0200.0210.004150.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA2 Centerline Alignment Various Co Rds

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/03/2024 03:03 PM
County Judge Exec Asst.	Becky Pruitt	04/03/2024 03:18 PM
Form Started By: Vicky Edwards		Started On: 04/03/2024 01:50 PM
Final Approval Date: 04/03/2024		

WORK AUTHORIZATION NO. 2
PROJECT: BEST FIT ROADWAY CENTERLINE ALIGNMENT VARIOUS COUNTY ROADS THROUGHOUT WILLIAMSON COUNTY

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 **$118,900.00**.

Part 3. Payment to the Surveyor 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 **March 31, 2026**. The Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED _____

SURVEYOR:	COUNTY:
Diamond Surveying, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Shane Shafer	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

A. Perform office and field work necessary to establish survey control points - set approximately two (2) to six (6) pairs of survey control points along the route for each County Road.

B. Perform office and fieldwork necessary to locate and tie approximate center of asphalt roadways every 100' along tangents and approximately every 25' along curves of roadways and at horizontal PI's. PC's and PT's. (This is not a right-of-way survey or verification only an existing roadway survey).

C. Create a baseline with stationing for approximate center of existing roadway and survey control data sheets. Prepare ten (10) separate signed and sealed paper plots on 11x17 sheets showing location of the survey control points and referenced to the baseline for each County Road, to include sending electronic CADD files with survey data in format as listed below. (Does not include Surveyor setting points (I.E., nails) in asphalt along the Baseline). List of County Roads as follows:

<u>In MicroStation</u>

1) CR 100 from Chandler Rd to CR 105, approximately 11, 227'
2) CR 237 from Ronald Reagan Blvd to CR 216, approximately 8,919'
2a) CR 200 from CR 203 to CR 236, approximately 12,384'

<u>In AutoCAD</u>

3) CR 107 from CR 100 to CR 107 Spur, approximately 5,232'
4) CR 139 from CR 137 to Rowe Ln, approximately 11,672'
4a) CR 149 from CR 140 to FM 1105, approximately 8,165'
5) CR 241 from CR 245 to SH 195, approximately 9,136'
6) CR 288 from RM 1869 to the County Line, approximately 8,210'
7) CR 289 from CR 255 to Ronald Reagan Blvd, approximately 7,304'
8) CR 281 from CR 282 to 10,994' East of CR 282, from 2,952' West of CR 279 to CR 279, approximately 13,946'

For an approximate total of 96,195 linear feet.

Attachment C - Work Schedule

Diamond Surveying, Inc. anticipates it will take seven (7) to twelve (12) working days for each County Road. Diamond Surveying will send each County Road as completed. Diamond Surveying will begin work immediately upon receipt of executed agreement.

Basis of Estimate for items listed in Attachment B
Attachment D - Fee Schedule

1. CR 100 from Chandler Rd to CR 105, approximately 11, 227'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 12 hours @ $170.00 per hour = $2,040.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 24 hours @ $170.00 per hour = $4,080.00
OFFICE: SR CADD TECH – 12 hours @ $135.00 per hour = $1,620.00
PROJECT MANAGER – 4 hours @ $150.00 per hour = $600.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 1: CR 100 = $12,490.00

2. CR 237 from Ronald Reagan Blvd to CR 216, approximately 8,919'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 8 hours @ $170.00 per hour = $1,360.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 20 hours @ $170.00 per hour = $3,400.00
OFFICE: SR CADD TECH – 10 hours @ $135.00 per hour = $1,350.00
PROJECT MANAGER – 3 hours @ $150.00 per hour = $450.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 2: CR 237 = $10,710.00

2A. CR 200 from CR 203 to CR 236, approximately 12,384'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 12 hours @ $170.00 per hour = $2,040.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 28 hours @ $170.00 per hour = $4,760.00
OFFICE: SR CADD TECH – 16 hours @ $135.00 per hour = $2,160.00
PROJECT MANAGER – 4 hours @ $150.00 per hour = $600.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 32 hours @ $135.00 per hour = $4,320.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 2A: CR 200 = $14,790.00

Basis of Estimate for items listed in Attachment B
Attachment D (Continued) - Fee Schedule

3. CR 107 from CR 100 to CR 107 Spur, approximately 5,232'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 6 hours @ $170.00 per hour = $1,020.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 12 hours @ $170.00 per hour = $2,040.00
OFFICE: SR CADD TECH – 8 hours @ $135.00 per hour = $1,080.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 16 hours @ $135.00 per hour = $2,160.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 3: CR 107 = $7,510.00

4. CR 139 from CR 137 to Rowe Ln, approximately 11,672'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 12 hours @ $170.00 per hour = $2,040.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 28 hours @ $170.00 per hour = $4,760.00
OFFICE: SR CADD TECH – 16 hours @ $135.00 per hour = $2,160.00
PROJECT MANAGER – 4 hours @ $150.00 per hour = $600.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 32 hours @ $135.00 per hour = $4,320.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 4: CR 139 = $14,790.00

4A. CR 149 from CR 140 to FM 1105, approximately 8,165'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 8 hours @ $170.00 per hour = $1,360.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 16 hours @ $170.00 per hour = $2,720.00
OFFICE: SR CADD TECH – 12 hours @ $135.00 per hour = $1,620.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 20 hours @ $135.00 per hour = $2,700.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 4A: CR 149 = $9,610.00

Basis of Estimate for items listed in Attachment B
Attachment D (Continued) - Fee Schedule

5. CR 241 from CR 245 to SH 195, approximately 9,136'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 6 hours @ $170.00 per hour = $1,020.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 20 hours @ $170.00 per hour = $3,400.00
OFFICE: SR CADD TECH – 10 hours @ $135.00 per hour = $1,350.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 5: CR 107 = $10,220.00

6. CR 288 from RM 1869 to the County Line, approximately 8,210'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 6 hours @ $170.00 per hour = $1,020.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 20 hours @ $170.00 per hour = $3,400.00
OFFICE: SR CADD TECH – 10 hours @ $135.00 per hour = $1,350.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 6: CR 288 = $10,220.00

7. CR 289 from CR 255 to Ronald Reagan Blvd, approximately 7,304'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 6 hours @ $170.00 per hour = $1,020.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 20 hours @ $170.00 per hour = $3,400.00
OFFICE: SR CADD TECH – 16 hours @ $135.00 per hour = $2,160.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
PROJECT MANAGER – 2 hours @ $150.00 per hour = $300.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 7: CR 289 = $11,030.00

Basis of Estimate for items listed in Attachment B
Attachment D (Continued) - Fee Schedule

8. CR 281 from CR 282 to 10,994' East of CR 282, from 2,952' West of CR 279 to CR 279, approximately 13,946'

A. Perform office and fieldwork to establish survey control.
FIELD: 2-MAN FIELD PARTY - 12 hours @ $170.00 per hour = $2,040.00
OFFICE: SR CADD TECH – 2 hours @ $135.00 per hour = $270.00
B. Perform office and fieldwork to tie approximate center of asphalt roadway.
FIELD: 2-MAN FIELD PARTY - 36 hours @ $170.00 per hour = $6,120.00
OFFICE: SR CADD TECH – 20 hours @ $135.00 per hour = $2,700.00
PROJECT MANAGER – 4 hours @ $150.00 per hour = $600.00
C. Perform office work necessary to create baseline with stationing and survey control data sheets Prepare signed and sealed paper plots.
OFFICE: SR CADD TECH – 36 hours @ $135.00 per hour = $4,860.00
PROJECT MANAGER – 4 hours @ $150.00 per hour = $600.00
R.P.L.S. - 2 hours @ $170.00 per hour = $340.00
Estimated Fee for Item 8: CR 281 = $17,530.00

SUMMARY OF FEES:

Estimated Fee for Item 1: CR 100 = $12,490.00

Estimated Fee for Item 2: CR 237 = $10,710.00

Estimated Fee for Item 2A: CR 200 = $14,790.00

Estimated Fee for Item 3: CR 107 = $7,510.00

Estimated Fee for Item 4: CR 139 = $14,790.00

Estimated Fee for Item 4A: CR 149 = $9,610.00

Estimated Fee for Item 5: CR 107 = $10,220.00

Estimated Fee for Item 6: CR 288 = $10,220.00

Estimated Fee for Item 7: CR 289 = $11,030.00

Estimated Fee for Item 8: CR 281 = $17,530.00

TOTAL ESTIMATED FEE: $118,900.00

Commissioners Court - Regular Session **65.**

Meeting Date: 04/09/2024

Pond Springs Rd Ext CP&Y 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 a Contract Amendment No. 1 to the Pond Springs Road Extension design contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P309 Fund Source: Road Bonds

Background

The CP&Y, Inc. Contract Amendment No. 1 increases the compensation cap by $150,000.00 from $300,000.00 to $450,000.00 to allow for the execution of a SWA for a more extensive site permit with the City of Austin. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PondSprings-CPY-Amendment01

PondSprings-CPY-WA02Supp03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:42 AM
Form Started By: Marie Walters		Started On: 04/03/2024 04:50 PM
Final Approval Date: 04/04/2024		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Pond Springs Road Drainage Improvements ("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 CP&Y, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19th, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $300,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $300,000.00 to $450,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:
CP&Y, INC.

By: _____
Signature

Robin Handel, PE
Printed Name

Senior Vice President
Title

2/28/2024
Date

COUNTY:
WILLIAMSON COUNTY, TEXAS

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

APPROVED
By Christen Eschberger at 10:30 am, Apr 04, 2024

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
Pond Springs Road Drainage Improvements

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and CP&Y, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective September 1, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $ 141,522.70 to $ 252,499.65 . The revised Fee 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.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Robin Handel, PE	Bill Gravell Jr.
Printed Name	Printed Name
Senior Vice President	County Judge
Title	Title
2/28/2024	
Date	Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Engineer

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 10:31 am, Apr 04, 2024

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
Pond Springs Area Drainage Improvements

I. PS&E Services - Purpose

Develop final submittal package to City of Austin for site permit review and approval.

II. PS&E Services - Tasks

1. Finalize submittal requirement for City of Austin site permit.

    (i) Convert storm sewer model to StormCAD for City review.

    (ii) Develop Drainage memo of final plans and comparison to existing conditions.

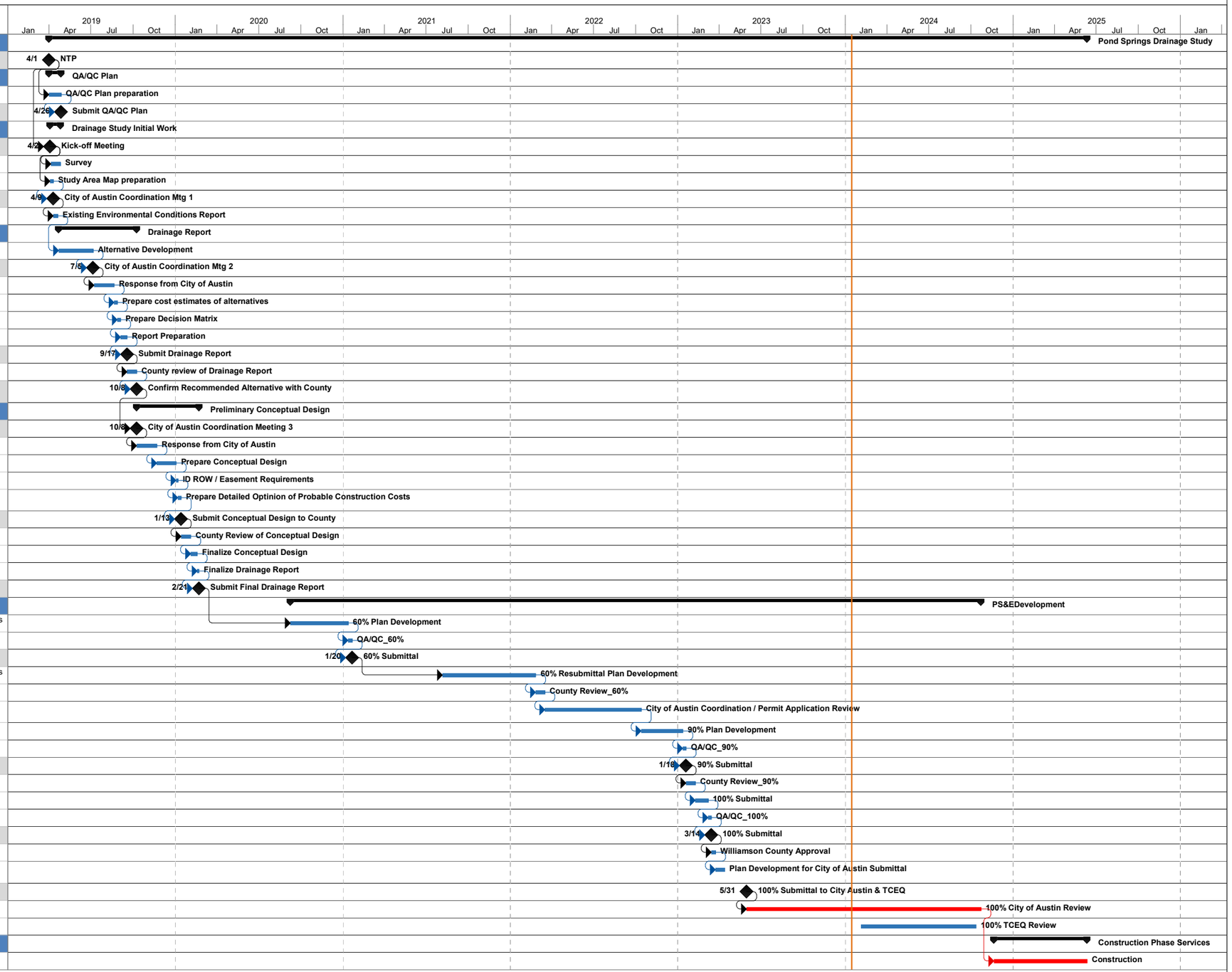
    (iii) Prepare and submit final City of Austin Site Permit

    (iv) Address comments and coordinate with City of Austin (up to 3 rounds)

    (v) Hold coordination meetings with the City of Austin

Pond Springs Drainage Study Work Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	*1 Pond Springs Drainage Study*	*1617 days*	*Mon 4/1/19*	*Tue 6/10/25*	
2	1.1 NTP	0 days	Mon 4/1/19	Mon 4/1/19	
3	*1.2 QA/QC Plan*	*20 days*	*Mon 4/1/19*	*Fri 4/26/19*	
4	1.2.1 QA/QC Plan preparation	20 days	Mon 4/1/19	Fri 4/26/19	2
5	1.2.2 Submit QA/QC Plan	0 days	Fri 4/26/19	Fri 4/26/19	4
6	*1.3 Drainage Study Initial Work*	*17 days*	*Tue 4/2/19*	*Thu 4/25/19*	
7	1.3.1 Kick-off Meeting	0 days	Tue 4/2/19	Tue 4/2/19	2FS+2 days
8	1.3.2 Survey	15 days	Fri 4/5/19	Thu 4/25/19	7FS+2 days
9	1.3.3 Study Area Map preparation	5 days	Wed 4/3/19	Tue 4/9/19	7
10	1.3.4 City of Austin Coordination Mtg 1	0 days	Tue 4/9/19	Tue 4/9/19	9
11	1.3.5 Existing Environmental Conditions Report	8 days	Wed 4/10/19	Fri 4/19/19	10
12	*1.4 Drainage Report*	*122 days*	*Mon 4/22/19*	*Tue 10/8/19*	
13	1.4.1 Alternative Development	55 days	Mon 4/22/19	Fri 7/5/19	11
14	1.4.2 City of Austin Coordination Mtg 2	0 days	Fri 7/5/19	Fri 7/5/19	13
15	1.4.3 Response from City of Austin	32 days	Mon 7/8/19	Tue 8/20/19	14
16	1.4.4 Prepare cost estimates of alternatives	5 days	Wed 8/21/19	Tue 8/27/19	15
17	1.4.5 Prepare Decision Matrix	5 days	Wed 8/28/19	Tue 9/3/19	16
18	1.4.6 Report Preparation	10 days	Wed 9/4/19	Tue 9/17/19	17
19	1.4.7 Submit Drainage Report	0 days	Tue 9/17/19	Tue 9/17/19	18
20	1.4.8 County review of Drainage Report	15 days	Wed 9/18/19	Tue 10/8/19	19
21	1.4.9 Confirm Recommended Alternative with County	0 days	Tue 10/8/19	Tue 10/8/19	20
22	*1.5 Preliminary Conceptual Design*	*98 days*	*Tue 10/8/19*	*Fri 2/21/20*	
23	1.5.1 City of Austin Coordination Meeting 3	0 days	Tue 10/8/19	Tue 10/8/19	21
24	1.5.2 Response from City of Austin	32 days	Wed 10/9/19	Thu 11/21/19	23
25	1.5.3 Prepare Conceptual Design	30 days	Fri 11/22/19	Thu 1/2/20	24
26	1.5.4 ID ROW / Easement Requirements	2 days	Fri 1/3/20	Mon 1/6/20	25
27	1.5.5 Prepare Detailed Optinion of Probable Construction Costs	5 days	Tue 1/7/20	Mon 1/13/20	26
28	1.5.6 Submit Conceptual Design to County	0 days	Mon 1/13/20	Mon 1/13/20	27
29	1.5.7 County Review of Conceptual Design	15 days	Tue 1/14/20	Mon 2/3/20	28
30	1.5.8 Finalize Conceptual Design	10 days	Tue 2/4/20	Mon 2/17/20	29
31	1.5.9 Finalize Drainage Report	4 days	Tue 2/18/20	Fri 2/21/20	30
32	1.5.10 Submit Final Drainage Report	0 days	Fri 2/21/20	Fri 2/21/20	31
33	*1.6 PS&EDevelopment*	*1076 days*	*Tue 9/8/20*	*Tue 10/22/24*	
34	1.6.1 60% Plan Development	90 days	Tue 9/8/20	Mon 1/11/21	32FS+141 days
35	1.6.2 QA/QC_60%	7 days	Tue 1/12/21	Wed 1/20/21	34
36	1.6.3 60% Submittal	0 days	Wed 1/20/21	Wed 1/20/21	35
37	1.6.4 60% Resubmittal Plan Development	145 days	Fri 8/6/21	Thu 2/24/22	36FS+141 days
38	1.6.5 County Review_60%	14 days	Fri 2/25/22	Wed 3/16/22	37
39	1.6.6 City of Austin Coordination / Permit Application Review	150 days	Thu 3/17/22	Wed 10/12/22	38
40	1.6.7 90% Plan Development	65 days	Thu 10/13/22	Wed 1/11/23	39
41	1.6.8 QA/QC_90%	5 days	Thu 1/12/23	Wed 1/18/23	40
42	1.6.9 90% Submittal	0 days	Wed 1/18/23	Wed 1/18/23	41
43	1.6.10 County Review_90%	14 days	Thu 1/19/23	Tue 2/7/23	42
44	1.6.11 100% Submittal	20 days	Wed 2/8/23	Tue 3/7/23	43
45	1.6.12 QA/QC_100%	5 days	Wed 3/8/23	Tue 3/14/23	44
46	1.6.13 100% Submittal	0 days	Tue 3/14/23	Tue 3/14/23	45
47	1.6.14 Williamson County Approval	7 days	Wed 3/15/23	Thu 3/23/23	46
48	1.6.15 Plan Development for City of Austin Submittal	14 days	Fri 3/24/23	Wed 4/12/23	47
49	1.6.16 100% Submittal to City Austin & TCEQ	0 days	Wed 5/31/23	Wed 5/31/23	
50	1.6.17 100% City of Austin Review	365 days	Wed 5/31/23	Tue 10/22/24	49
51	1.6.18 100% TCEQ Review	180 days	Mon 2/5/24	Fri 10/11/24	
52	*1.7 Construction Phase Services*	*145 days*	*Wed 11/20/24*	*Tue 6/10/25*	
53	1.7.1 Construction	145 days	Wed 11/20/24	Tue 6/10/25	50FS+1 mon



Project: Pond Springs Drainage Study
Date: Mon 1/15/24

Task | Critical Task | Milestone | Summary | Project Summary

ATTACHMENT D - SWA FEE SCHEDULE
Pond Springs Road Drainage Improvements

Summary

Highway: Pond Springs Road SWA 3 to WA 2
County: Williamson
PRIME: CP&Y, Inc.

Summary Table: Pond Springs Road Drainage Improvements

TASKS	Description	CP&Y, Inc.		TOTAL
9	PS&E	$ 68,070.36		$ 68,070.36
LABOR SUBTOTALS		$ 68,070.36	$ -	$ 68,070.36
	Other Direct Expenses	$ 42,906.59		$ 42,906.59
ODE SUBTOTALS		$ 42,906.59	$ -	$ 42,906.59
PROVIDER SUBTOTALS		$ 110,976.95	$ -	$ 110,976.95

ATTACHMENT D - FEE SCHEDULE

Pond Springs Road Drainage Improvements

Highway: Pond Springs Road
County: Williamson
PRIME: CP&Y, Inc.

	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr Engr Tech	Admin	Subtotal Hours	Task Hours	Contract Cost
Task list -Williamson County - Pond Springs Road Drainage Improvement Study - Fee Esti	262.31	170.33	221.43	187.37	153.29	115.82	149.89	119.23			
	Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	EIT	Sr Engr Tech	Admin	Subtotal Hours	Task Hours	Contract Cost
PS&E	262.31	170.33	221.43	187.37	153.29	115.82	149.89	119.23			
9 Plans Specifications & Engineering											
Complete COA Site Permit Documents									0		$ -
Finish modeling Existing in StormCAD			2	4		40			46		$ 5,825.14
Finish model for permitting			2	4		40			46		$ 5,825.14
Drainage Memo	1		8	4					13		$ 2,783.23
Insert model results into plans				4		8			12		$ 1,676.04
Finish Plan Prep				10	10	20			40		$ 5,723.00
QAQC	1			4		8			13		$ 1,938.35
Prep submittal package and submit				4		8			12		$ 1,676.04
Comment Resolution (up to 3 rounds)	6	10	32	60		120			228		$ 35,503.52
Meetings/Coordination	20			10					30		$ 7,119.90
Subtotal - PS&E	28	10	44	104	10	244	0	0	440		$ 68,070.36
Total - CP&Y	28	10	44	104	10	244	0	0	440		$ 68,070.36

ATTACHMENT D - FEE SCHEDULE

Pond Springs Road Drainage Improvements

Highway: Pond Springs Road
County: Williamson
PRIME: CP&Y, Inc.

OTHER DIRECT EXPENSES	**QTY**	**UNIT**	**FIXED COST**	**TOTAL**
Photocopies B/W (8 1/2" X 11")		each	$0.10	$0.00
Photocopies B/W (11" X 17")		each	$0.20	$0.00
Photocopies Color (8 1/2" X 11")		each	$0.75	$0.00
Photocopies Color (11" X 17")		each	$1.25	$0.00
Digital Ortho Plotting		sheet	$2.50	$0.00
Plots (B/W on Bond)		square foot	$1.00	$0.00
Plots (Color on Bond)		square foot	$2.00	$0.00
Plots (Color on Photographic Paper)		square foot	$5.50	$0.00
COA Completeness Check Fee	1	each	$400.00	$400.00
COA Site Permit Type D Fee	1	each	$20,686.27	$20,686.27
COA Additional Site Permit Fee's (Round 2)	1	each	$6,820.32	$6,820.32
COA Additional Site Permit Fee's (Additional Unknown)	1	each	$15,000.00	$15,000.00
OTHER DIRECT EXPENSE TOTAL				**$42,906.59**

Commissioners Court - Regular Session **66.**

Meeting Date: 04/09/2024

TWDB Grant Agreement Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment No. 2 Grant Agreement with Texas Water Development Board (TWDB) for the Atlas 14 Floodplain Mapping Study. Project Number: P583 Funding Source: LRTP/CIP

Background

Williamson County originally anticipated a 36-month schedule for the implementation of the grant project. As the project advanced, it was found that a 13-month schedule extension is needed to complete the analysis due to the significant amount of stream mileage being studied to produce models and floodplain maps.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FIF-ID40046-Amendment02

Atlas14-ScheduleAmendment-Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 01:08 PM
Form Started By: Marie Walters		Started On: 04/04/2024 11:25 AM
Final Approval Date: 04/04/2024		

STATE OF TEXAS

TRAVIS COUNTY

TWDB Commitment No. G1001290

TEXAS WATER DEVELOPMENT BOARD

and

WILLIAMSON COUNTY

AMENDMENT NO. 2

This Contract made and entered on June 28, 2021, and previously amended on June 12, 2022, is hereby amended as follows:

1. Section I, Article I, DEFINITIONS, Items 12 and 13 are amended to read as follows:

12. PROJECT COMPLETION DATE – April 30, 2025.

13. CONTRACT EXPIRATION DATE – December 10, 2025.

All other terms and conditions of the TWDB Contract for Commitment No. G1001290 remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

TEXAS WATER DEVELOPMENT BOARD	WILLIAMSON COUNTY
By: _____	By: _____
Bryan McMath	Bill Gravell Jr.
Interim Executive Administrator	County Judge
Date: _____	Date: _____

MEMORANDIUM

Date: February 14, 2024
To: Christopher Ryon – TWDB Project Manager
From: Kim Scherer, P.E. Williamson County Project Coordinator
RE: Williamson County: TWDB Commitment No. G1001290 Atlas 14 Floodplain Mapping Budget Adjustment
CC: David Zwernemann, P.E.
Jody Cook

Dear Mr. Ryan,

Williamson County originally anticipated a 36-month schedule for the implementation of the grant project. As the project advanced it was found that a schedule extension will be needed to complete the analysis. The primary driver for the schedule extension is additional time needed to produce models and floodplain maps. An additional 13 months is needed to finalize the analysis due to the significant amount of stream mileage being studied.

THE SCHEDULE TABLE BELOW DISPLAYS THE ANTICIPATED COMPLETION DATE CHANGES OF THE VARIOUS GRANT ACTIVITIES.

Grant Activity	Completion Dates	
	Original	Amended
Draft Report to TWDB for Review	11/16/2023	1/06/25
Final Report	2/22/2024	3/21/25
Grant Close Out / Project Completion	3/31/2024	4/30/25
Contract Expiration Date	5/31/2024	12/10/25

Regards,

Kim Scherer, P.E.
Williamson County Project Coordinator
Cell (512) 987-1360 Email kscherer@hntb.com

Commissioners Court - Regular Session **67.**

Meeting Date: 04/09/2024

Bagdad Rd./CR 279 PEC Easement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with JBS Holdings, LP for a PEC Electric Easement needed on the Bagdad Rd. @ CR 279 project (Parcels 20/22). Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:01 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 04:34 PM
Final Approval Date: 04/04/2024		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

March 26, 2024

Via e-mail cbell@cbell-law.com
JBS Holdings, LP
c/o Christopher Bell
806 W. 10th Street
Austin, Texas 78701

Re: Bagdad @ CR 279 Improvement Project
PEC Electric Easement—Parcels 20.22

Dear Chris:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric easement by Williamson County and Pedernales Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by JBS Holdings, LP ("Owner") as part of the County's proposed Bagdad @ CR 279 roadway improvements ("Project").

By execution of this letter the parties agree as follows:

1. Within ten (10) days following the full execution of this Agreement, Owner shall deliver to County (1) a fully executed and acknowledged electric easement ("Easement") in and to those certain tracts of land totaling 0.390 acre, in the form as set out in Exhibit "A" attached hereto and incorporated herein; and (2) deliver good funds payable to Williamson County in the sum of $23,000 for reimbursement of prior replacement fencing and gate payments.

2. As an obligation which shall survive the completion and Closing of this transaction, County shall at its sole cost and expense as part of the proposed Project improvements: (1) cause TxDoT Type "C" barbed wire fencing to be constructed along the newly acquired Project r.o.w. Parcels 20 + 22 property line; and (2) cause the replacement driveway identified as DW 20 on the attached plan sheets to be paved to a point extending fifty feet (50') beyond the new right of way property line on to the remaining property of Owner, plus install TxDoT Type "C" wire fencing from the new right of way line along either side of the extended drive paving area, and either relocate the existing gate or install Type 1 replacement gate at the termination of DW 20 paving extension set out herein; or otherwise in the locations and according to the design and

specifications as shown in further detail on Exhibit "B" attached hereto and incorporated herein (the "Cure Improvements").

By execution of this Agreement Owner agrees to provide County, its contractors and agents the temporary right to enter the remaining property of Owner solely for the limited duration and location necessary for County to carry out the obligations of this paragraph and install the Cure Improvements. To the extent allowed by law, County agrees to release, indemnify, and otherwise hold Owner harmless from any damages, lien claims or other losses to Owner or any third party resulting from any acts or omissions performed under the limited temporary right of possession herein and installation of the Cure Improvements, except to the extent caused by the negligence or willful misconduct of Owner. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Agreement to expeditiously complete the obligations of the transaction herein.

Upon completion of the installation of the Cure Improvements all ownership shall vest with Owner and County shall have no additional responsibility for any future maintenance and/or repair or replacement of the items installed by County.

3. Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause Heritage Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the obligations as set out herein.

4. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this considered, approved and signed by the County as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

JBS HOLDINGS, LP

By: JBSJ Management, LLC,
its General Partner

By: Sheri Krause (Apr 2, 2024 13:19 CDT)

Name: Sheri Krause

Title: Managing partner

Date: Apr 2, 2024

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

ELECTRIC UTILITY EASEMENT

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

That **JBS HOLDINGS, LP**, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC**. ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors), with guying easements as needed, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> All of that certain 0.006 acre (253 square foot) tract in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1", attached hereto and incorporated herein (**Parcel 20E)**; and
>
> All of that certain 0.033 acre (1,417 square foot) tract in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein (**Parcel 22EParts1-5)**

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2024.

[signature page follows]

GRANTOR:

JBS HOLDINGS, LP
(Printed Corporate or Business Name)

By: JBSH Management, LLC,
its General Partner

By: _____

Its:_____

_____
(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2024.

_____
Notary Public in and for
The State of Texas

Please Return to:

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.006 ACRE (253 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 126.90 ACRE TRACT OF LAND (TRACT 1) CITED IN GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 1999061485 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.006 ACRE (253 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) 114.54 feet left of Bagdad Road Baseline Station 263+40.45, (Grid Coordinates determined as N=10,205,486.11, E=3,059,752.07), being in the southerly boundary line of said 126.90 acre tract, same being the northerly boundary line of that called 99.57 acre tract of land (Tract 2) cited in said General Warranty Deed to JBS Holdings, LP recorded in said Document No. 2002103000, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2” iron rod with plastic cap stamped “Williamson County found, in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), being the southeasterly corner of said 126.90 acre tract bears N 68°58’20” E, a distance of 120.27 feet;

1) **THENCE**, **S 69°01’35” W** with the southerly boundary line of said 126.90 acre tract, same being the northerly boundary line of said 99.57 acre tract, for a distance of **23.52** feet to a calculated point, for the southwesterly corner of the herein described parcel;

THENCE, departing said 99.57 acre boundary line, through the interior of said 126.90 acre tract, the following two (2) courses:

2) **THENCE**, **N 20°58’25” W**, for a distance of **10.00** feet, for the calculated northwesterly corner of the herein described parcel;

3) **THENCE**, **N 69°01’35” E,** for a distance of **27.00** feet to a calculated point in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel, and from which an iron rod with an aluminum cap stamped “WILLIAMSON COUNTY” set 118.60 feet left of Bagdad Road Baseline Station 270+95.74 in said proposed westerly ROW line of Bagdad Road, same being in the common boundary line of said 126.90 acre tract and Lot 2 of the Brinson Subdivision, recorded in Cabinet DD, Slides 240-241 of the Plat Records of Williamson County, Texas, bears N 01°47’49” W, a distance of 741.49 feet;

4) **THENCE**, **S 01°47'49" E,** with said proposed westerly ROW line, continuing through the interior of said 126.90 acre tract, for a distance of **10.59** feet, to the **POINT OF BEGINNING**, containing 0.006 acres (253 square feet) of land, more or less.

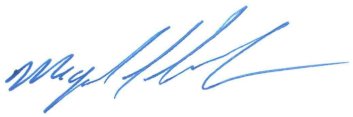
This property description is accompanied by a separate parcel plat.

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.

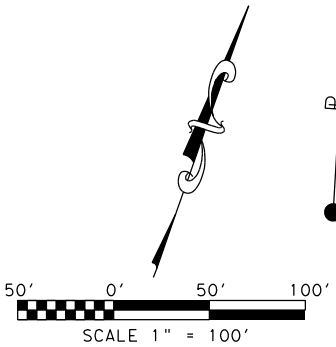




Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001

EXHIBIT "A-1"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LOT 2
5.701 ACRES

BRINSON SUBDIVISION
CAB DD, SLDS. 240-241
P.R.W.C.T.

STA. 270+95.74
118.60' LT

(S66°56'31"W 508.12')

(N68°53'30"E 518.35')

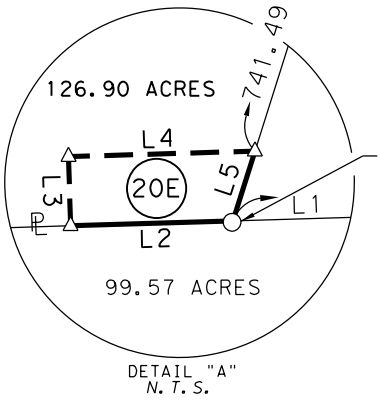
EXISTING R.O.W.

ADDITIONAL ROW DEDICATED PER PLAT

GRAVEL DRIVE

PC 270+35.88

NO.	DIRECTION	DISTANCE
L1	N68°58'20"E	120.27'
L2	S69°01'35"W	23.52'
L3	N20°58'25"W	10.00'
L4	N69°01'35"E	27.00'
L5	S01°47'49"E	10.59'
(L6)	(N69°01'35"E)	(91.58')



DETAIL "A"
N.T.S.

P.O.B.
STA. 263+40.45
114.54' LT
GRID COORDINATES:
N=10,205,486.11
E=3,059,752.07

JBS HOLDINGS, LP
(TRACT 1)
126.90 ACRES
DOC. 2002103000
O.P.R.W.C.T.
DESCRIBED IN 1999061485
O.R.W.C.T.

N01°47'49"W 741.49'

PROPOSED R.O.W.

BAGDAD ROAD BASELINE — 270+00

COUNTY ROAD 279 (BAGDAD ROAD)

(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

265.00

EXISTING R.O.W.

HENRY FIELD SURVEY
ABSTRACT No. 233

STA. 263+51.03
114.60' LT

20E
0.006 AC.
253 SQ. FT.

"WILLIAMSON COUNTY"

L1
91.60'
(L6)

JBS HOLDINGS, LP
TRACT 2
99.57 ACRES
DOC. 2002103000
O.P.R.W.C.T.
DESCRIBED IN 1999061485
O.R.W.C.T.

P.O.B.
STA. 263+40.45
114.54' LT
GRID COORDINATES:
N=10,205,486.11
E=3,059,752.07

PROPOSED R.O.W.

PROPOSED R.O.W.

WILLIAMSON COUNTY, TEXAS
PARCEL 6
3.854 ACRES
DOC. 2018029559
O.P.R.W.C.T.

BB-001

11/28/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

PARCEL 20E

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 20-JBS-HOLDINGS\PARCEL 20E-JBS-HOLDINGS.dgn

EXHIBIT "A-1"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

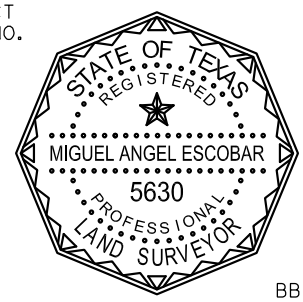
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
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 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 SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165851, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

(10)5. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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.



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

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

PARCEL 20E

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 20-JBS-HOLDINGS\PARCEL 20E-JBS-HOLDINGS.dgn

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A OF 0.033 ACRE (1,417 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 99.57 ACRE TRACT (TRACT 2) IN A GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.T.) AND DESCRIBED IN DOCUMENT NO. 199961486 OF THE O.P.R.W.C.T., SAID 0.033 ACRE (1,417 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED IN FIVE PARTS (PART 1 THROUGH PART 5) BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.006 ACRES, 259 SQ. FT)

COMMENCING at an iron rod with plastic cap stamped "WALKER-5283" found in the northerly line of that called 6.829 acre tract in Deed to Williamson County recorded in Document No. 2014076251 of the O.P.R.W.C.T, being the River Ranch County Park entrance, same being the southerly boundary line of said 99.57 acre tract, thence with the common line of said 6.829 acre tract and said 99.57 acre tract N 87°55'30" E at a distance of 86.11 feet to a calculated angle point, thence continuing with said common line N 43°14'37" E at a distance of 60.77 feet to a calculated point in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), thence with said existing westerly ROW line, being the easterly line of said 99.57 acre tract, N 01°25'43" W at a distance of 92.92 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 249+25.67 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), thence through the interior of said 99.57 acre tract, with said proposed westerly ROW line, N 14°25'31" W at a distance of 20.01 feet to a calculated point, 107.33 feet left of Bagdad Road Baseline Station 249+45.17 (Grid Coordinates determined as N=10,204,091.64 E=3,059,794.06), for the **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said proposed ROW line, through the interior of said 99.57 acre tract, the following three (3) courses:

1) **S 78°18'24" W** for a distance of **26.16** feet to the calculated southwesterly corner of the herein described parcel;

2) **N 11°41'36" W** for a distance of **10.00** feet the calculated northwesterly corner of the herein described parcel;

3) **N 78°18'24" E** for a distance of **25.68** feet a calculated point in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel;

4) **THENCE,** continuing through said 99.57 acre tract, with said proposed ROW line, **S 14°25'31" E** for a distance of **10.01** feet to the **POINT OF BEGINNING**, containing 0.006 acres (259 square feet) of land, more or less.

PART 2 (0.006 ACRES, 273 SQ. FT)

BEGINNING at a calculated point in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), 147.60 feet left of Bagdad Road Baseline Station 251+24.72 (Grid Coordinates determined as N=10,204,270.11 E=3,059,749.33), being in the interior of said 99.57 acre tract, and the **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 149.50 feet left of Bagdad Road Baseline Station 253+56.98, in said proposed ROW line bears N 01°53'49" W at a distance of 232.26 feet;

THENCE, with said proposed westerly ROW line, continuing through the interior of said 99.57 acre tract, the following two (2) courses:

5) **S 01°53'49" E** for a distance of **5.28** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 147.55 feet left of Bagdad Road Baseline Station 251+19.44, for an angle point;

6) **S 14°25'31" E** for a distance of **4.78** feet to a calculated point, for the southeasterly corner of the herein described parcel;

THENCE, departing said proposed westerly ROW line, continuing through the interior of said 99.57 acre tract, the following three (3) courses:

7) **S 81°53'03" W** for a distance of **27.52** feet to the calculated southwesterly corner of the herein described parcel;

8) **N 08°06'57" W** for a distance of **10.00** feet to the calculated northwesterly corner of the herein described parcel;

9) **N 81°53'03" E** for a distance of **27.56** feet to the **POINT OF BEGINNING**, containing 0.006 acres (273 square feet) of land, more or less.

PART 3 (0.007 ACRES, 299 SQ. FT)

BEGINNING at a calculated point in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), 144.56 feet left of Bagdad Road Baseline Station 254+22.19 (Grid Coordinates determined as N=10,204,567.51 E=3,059,744.96), being in the interior of said 99.57 acre tract, and the **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 149.50 feet left of Bagdad Road Baseline Station 253+56.98, in said proposed ROW line bears S 02°54'15" W at a distance of 65.39 feet;

THENCE, departing the proposed ROW line, through the interior of said 99.57 acre tract, the following three (3) courses:

1) **N 89°10'56" W** for a distance of **29.68** feet to the calculated southwesterly corner of the herein described parcel;

2) **N 00°49'04" E** for a distance of **10.00** feet to the calculated northwesterly corner of the herein described parcel;

3) **S 89°10'56" E** for a distance of **30.05** feet to a calculated point in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel;

4) **THENCE**, **S 02°54'06" W** with said proposed ROW line, continuing through the interior of said 99.57 acre tract for a distance of **10.01** feet to the **POINT OF BEGINNING**, containing 0.007 acres (299 square feet) of land, more or less;

PART 4 (0.007 ACRES, 294 SQ. FT)

BEGINNING at a calculated point in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), 133.04 feet left of Bagdad Road Baseline Station 255+74.32 (Grid Coordinates determined as N=10,204,719.87 E=3,059,752.67), being in the interior of said 99.57 acre tract, and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said proposed westerly ROW line, through the interior of said 99.57 acre tract the following three (3) courses:

5) **S 83°50'56" W** for a distance of **28.61** feet to the calculated southwesterly corner of the herein described parcel;

6) **N 06°09'35" W** for a distance of **10.00** feet to the calculated northwesterly corner of the herein described parcel;

7) **N 83°50'54" E** for a distance of **30.20** feet to a calculated point in said proposed westerly ROW line, for the northeasterly corner of the herein described parcel;

8) **THENCE**, **S 02°54'06" W** with said proposed ROW line, continuing through the interior of said 99.57 acre tract for a distance of **10.13** feet to the **POINT OF BEGINNING**, containing 0.007 acres (294 square feet) of land, more or less.

PART 5 (0.007 ACRES, 292 SQ. FT)

BEGINNING at a calculated point in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), 117.49 feet left of Bagdad Road Baseline Station 257+69.98 (Grid Coordinates determined as N=10,204,915.82 E=3,059,763.34), being in the interior of said 99.57 acre tract, and the **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 258+81.95, in said proposed ROW line bears N 10°59'32" E at a distance of 114.66 feet;

THENCE, with said proposed westerly ROW line, continuing through the interior of said 99.57 acre tract, the following two (2) courses:

9) **S 10°59'32" W** for a distance of **5.19** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.61 feet left of Bagdad Road Baseline Station 257+64.91, for an angle point;

10) **S 02°54'06" W** for a distance of **4.84** feet to a calculated point, for the southeasterly corner of the herein described parcel;

THENCE, departing said proposed westerly ROW line, continuing through the interior of said 99.57 acre tract, the following three (3) courses

11) **N 83°41'21" W** for a distance of **29.28** feet to a calculated point, for the southwesterly corner of the herein described parcel;

12) **N 06°12'06" E** for a distance of **10.00** feet to a calculated point, for the northwesterly corner of the herein described parcel;

13) **S 83°41'23" E** for a distance of **29.44** feet to the **POINT OF BEGINNING**, containing 0.007 acres (292 square feet) of land, more or less.

PART 1 0.006 ACRES, 259 SQ. FT
PART 2 0.006 ACRES, 273 SQ. FT
PART 3 0.007 ACRES, 299 SQ. FT
PART 4 0.007ACRES, 294 SQ. FT
PART 5 0.007 ACRES, 292 SQ. FT
Total Acreage 0.033 ACRES, 1,417 SQ. FT.

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 §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the month of August 2023, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 03th of January, 2024, A.D.

INLAND GEODETICS



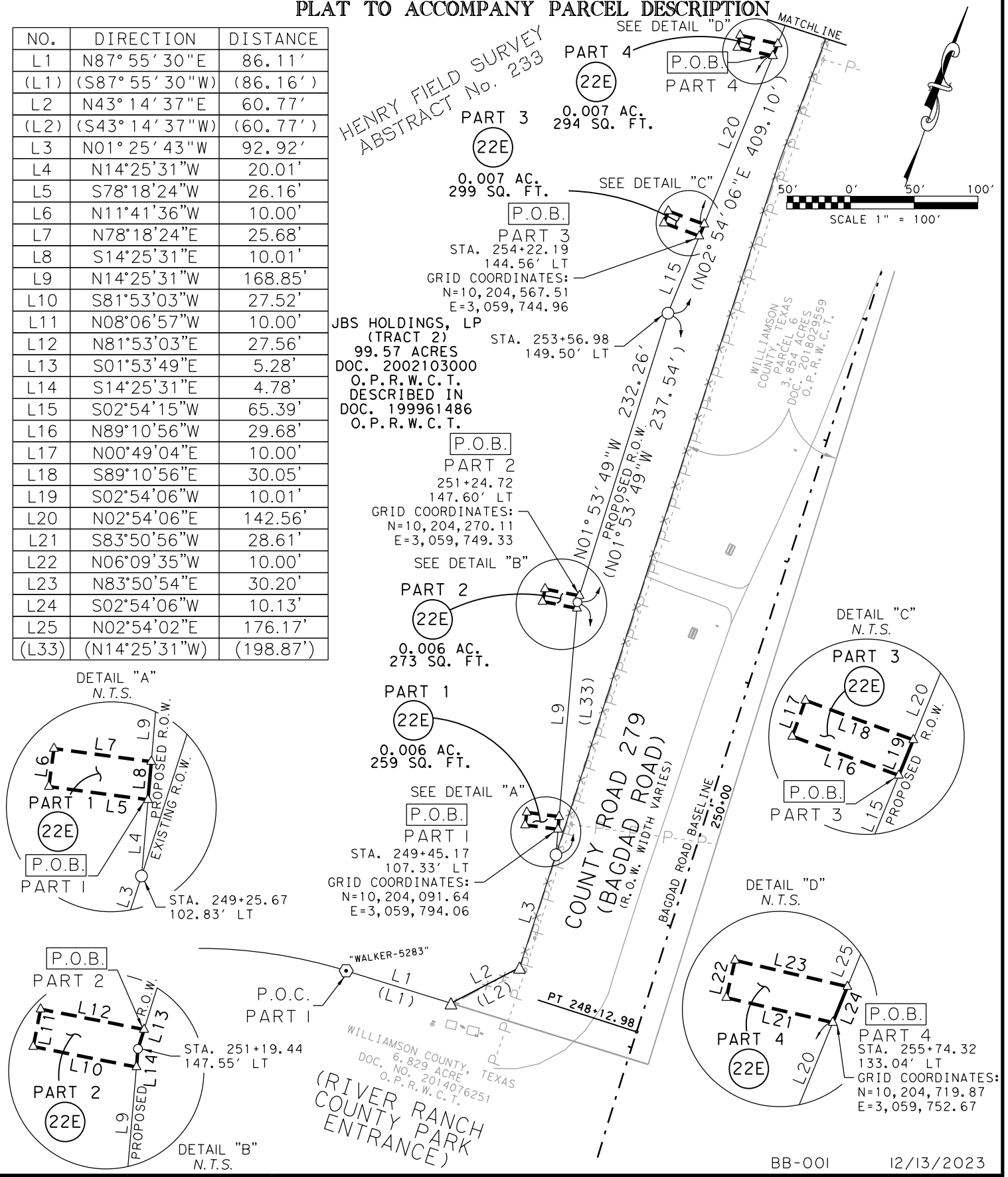
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
512-238-1200
TBPELS Firm No. 10059100
BB-001

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 22-JBS HOLDINGS\PARCEL 22-JBS-HOLDINGS-PT1-5-COMBINED.doc

EXHIBIT "A-2"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N87°55'30"E	86.11'
(L1)	(S87°55'30"W)	(86.16')
L2	N43°14'37"E	60.77'
(L2)	(S43°14'37"W)	(60.77')
L3	N01°25'43"W	92.92'
L4	N14°25'31"W	20.01'
L5	S78°18'24"W	26.16'
L6	N11°41'36"W	10.00'
L7	N78°18'24"E	25.68'
L8	S14°25'31"E	10.01'
L9	N14°25'31"W	168.85'
L10	S81°53'03"W	27.52'
L11	N08°06'57"W	10.00'
L12	N81°53'03"E	27.56'
L13	S01°53'49"E	5.28'
L14	S14°25'31"E	4.78'
L15	S02°54'15"W	65.39'
L16	N89°10'56"W	29.68'
L17	N00°49'04"E	10.00'
L18	S89°10'56"E	30.05'
L19	S02°54'06"W	10.01'
L20	N02°54'06"E	142.56'
L21	S83°50'56"W	28.61'
L22	N06°09'35"W	10.00'
L23	N83°50'54"E	30.20'
L24	S02°54'06"W	10.13'
L25	N02°54'02"E	176.17'
(L33)	(N14°25'31"W)	(198.87')



BB-001 12/13/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 22E
PART 1-5

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 22-JBS HOLDINGS\PARCEL 22E-JBS-HOLDINGS-PT1-2-PG1-COMBINED.dgn

EXHIBIT "A-2"

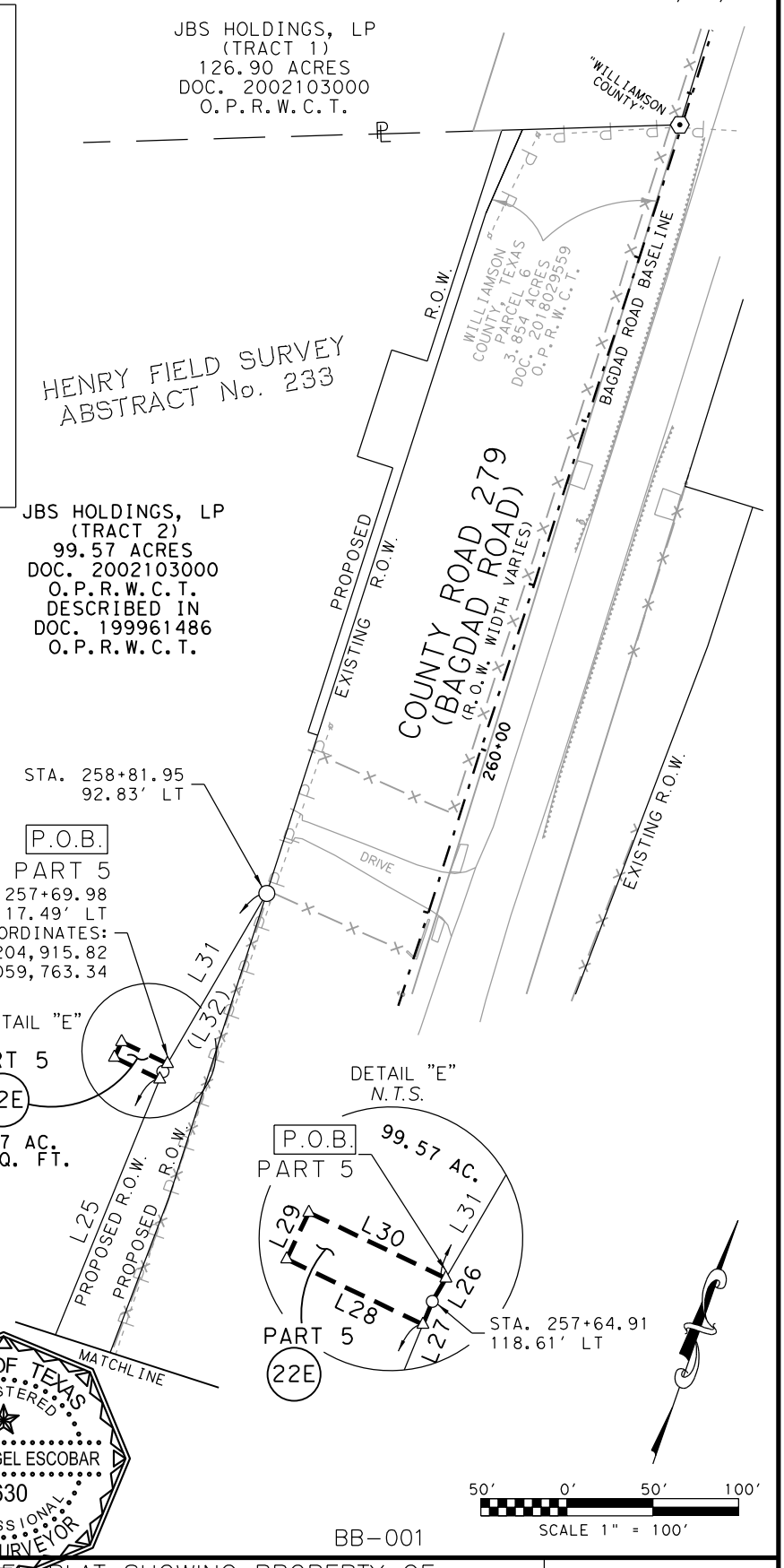
PLAT TO ACCOMPANY PARCEL DESCRIPTION

12/13/23

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L25	N02°54'02"E	176.17'
L26	S10°59'32"W	5.19'
L27	S02°54'06"W	4.84'
L28	N83°41'21"W	29.28'
L29	N06°12'06"E	10.00'
L30	S83°41'23"E	29.44'
L31	N10°59'32"E	114.66'
(L32)	(N10°59'32"E)	(119.85')



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-165867, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

10(6). TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

7. TERMS, CONDITIONS, AND STIPULATIONS IN THE POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2018029559, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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.

INLAND GEODETICS

01/03/2024

MIGUEL A. ESCOBAR — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

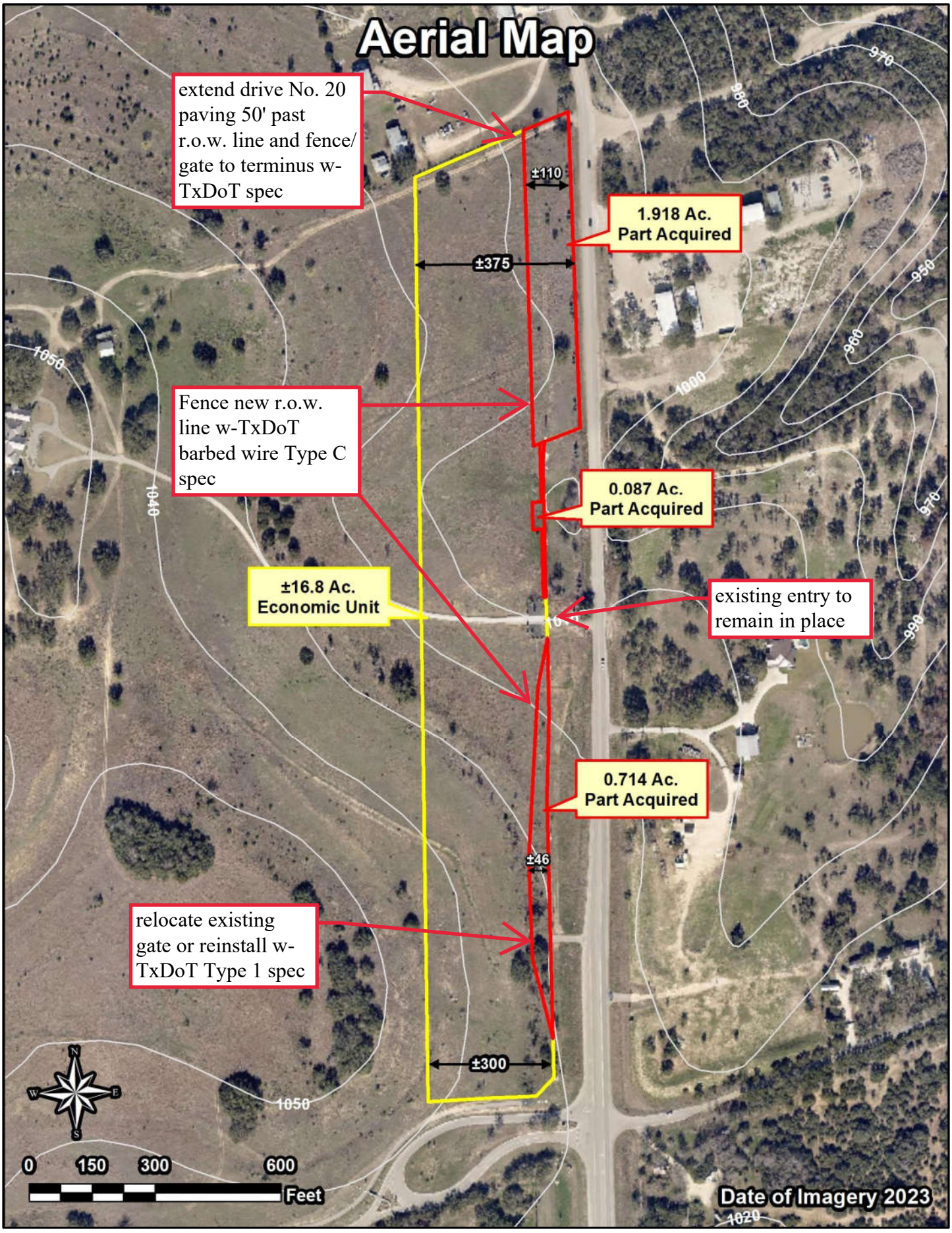
JBS HOLDINGS, LP

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 22E
PART 1-5

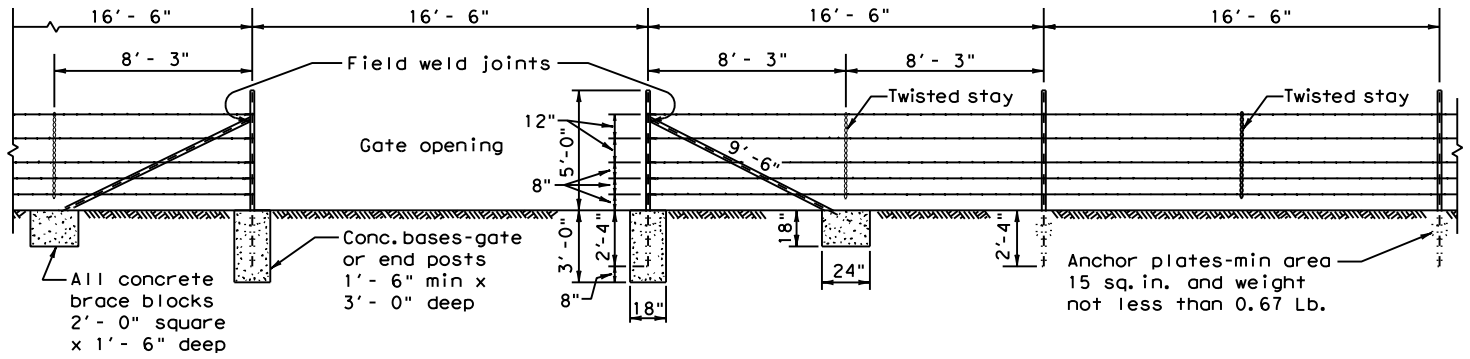
S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 22-JBS HOLDINGS\PARCEL 22E-JBS-HOLDINGS-PT1-2-PG2-COMBINED.dgn

EXHIBIT “B” DRIVE + FENCE + GATE
RECONSTRUCTION PLANS FOLLOW


Aerial Map
extend drive No. 20 paving 50' past r.o.w. line and fence/ gate to terminus w-TxDoT spec
±110
1.918 Ac. Part Acquired
±375
Fence new r.o.w. line w-TxDoT barbed wire Type C spec
0.087 Ac. Part Acquired
±16.8 Ac. Economic Unit
existing entry to remain in place
0.714 Ac. Part Acquired
±46
relocate existing gate or reinstall w-TxDoT Type 1 spec
±300
N
W
E
S
0
150
300
600
Feet
Date of Imagery 2023

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



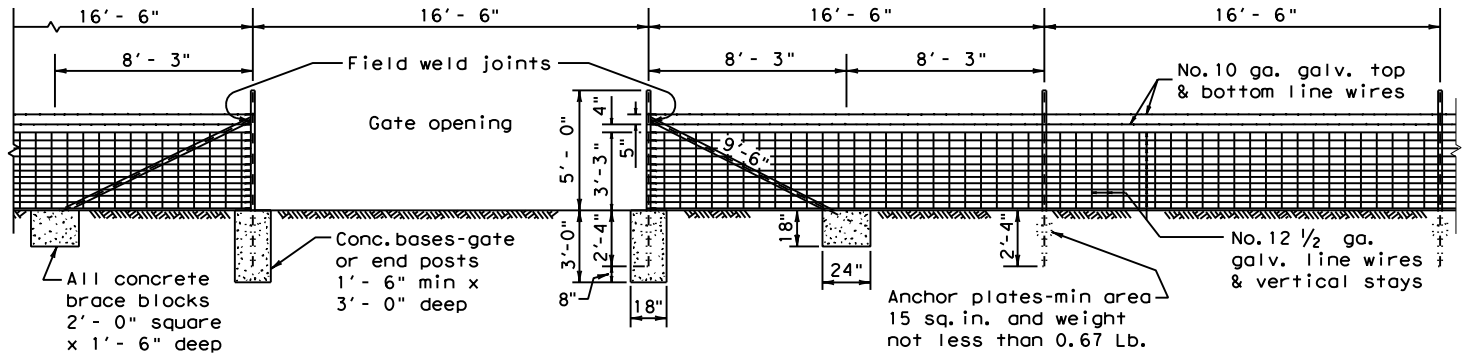
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS

BRACING DETAIL USED AT ENDS AND GATES

TYPE "C" FENCE

(See General Note 8)

Note:
For Steel pipe and T-Post requirements. (See General Notes 6 & 7)

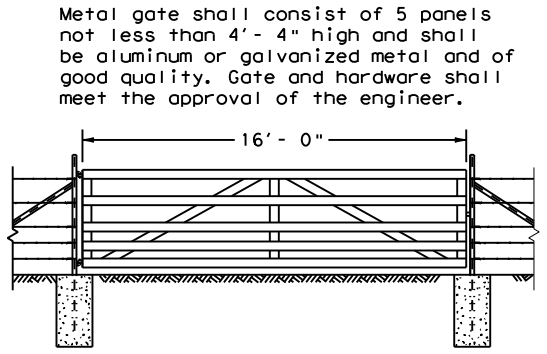


SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS

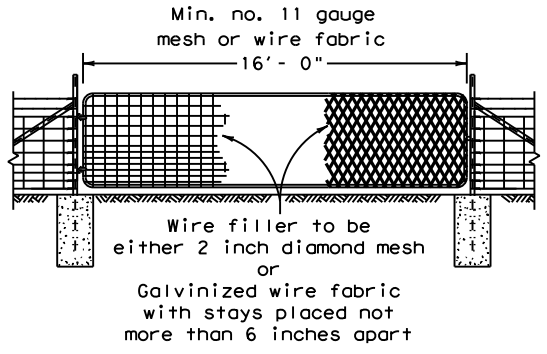
BRACING DETAIL USED AT ENDS AND GATES

TYPE "D" FENCE

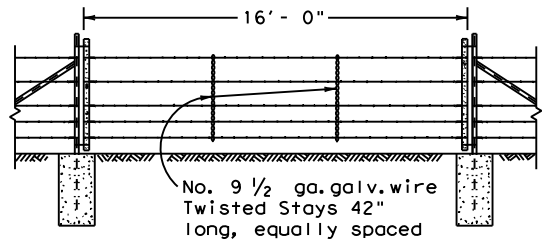
(See General Note 8)



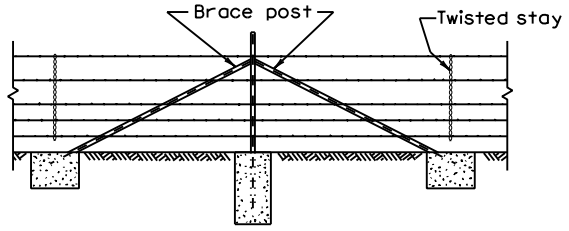
DETAIL TYPE 1 GATE



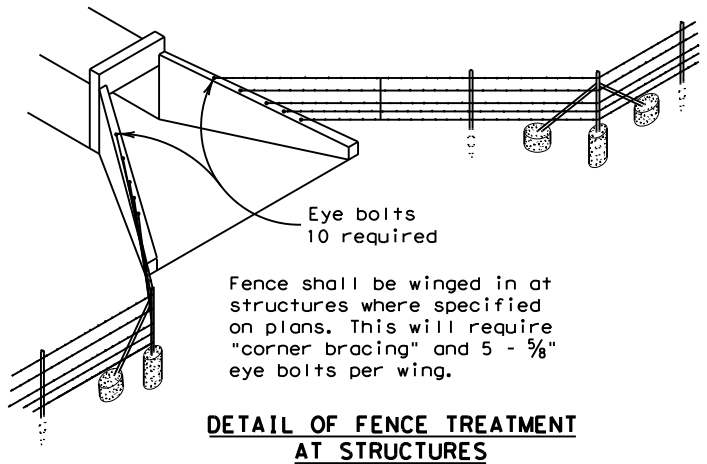
DETAIL TYPE 2 GATE



DETAIL TYPE 3 GATE

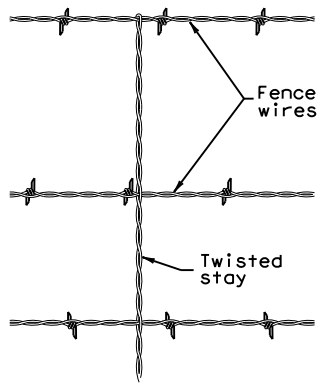


CORNER OR PULL POST ASSEMBLY

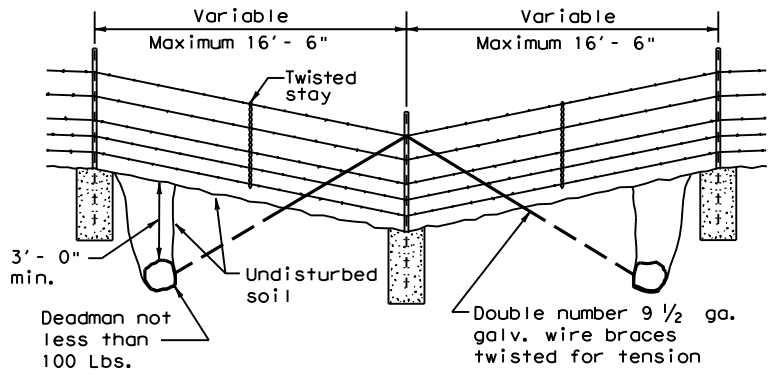


Fence shall be winged in at structures where specified on plans. This will require "corner bracing" and 5 - ⅝" eye bolts per wing.

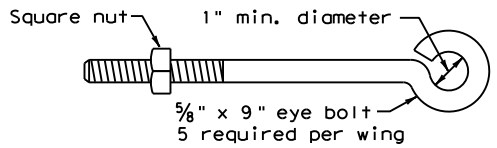
DETAIL OF FENCE TREATMENT AT STRUCTURES



DETAIL OF STAY
(Barbed Wire Fence)



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

GENERAL NOTES

1. Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
2. Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
3. Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
4. Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
5. Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
6. Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1¼" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
7. If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These Items shall be in accordance with Item 552, "Wire Fence."
8. Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.

   Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
9. The location of gates and corner posts will be as indicated elsewhere in these plans.

Texas Department of Transportation

Design Division Standard

BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)

WF(2)-10

FILE: wf210.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
© TxDOT 1996	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

NOTES:
COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE 4203. TO CONVERT COORDINATES AND DISTANCES TO GRID VALUES DIVIDE BY A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

ELEVATION DATUMS ARE NAVD88 ORTHOMETRIC GPS HEIGHTS.

DW 20

driveway paving extended a total of 50' past PROW line matching specs shown on Sheet No. 127 & 131. TxDoT spec barbed wire fencing along extended drive area and existing gate relocated or Type 1 gate to be installed

NO.	DATE	REVISION	APPROVED

0' 25' 50' 100'

LEGEND:

- EXIST R.O.W.
- PROP R.O.W.
- PROP EASEMENT/ ACCESS AGREEMENT
- CONTROL POINT

JBS HOLDINGS LP
R022110

SUP-6

PROW

℄ BAGDAD RD

BAGDAD RD

EROW

MATCHLINE STA 264+00

265+00

270+00

PC 270+35.88

275+00

MATCHLINE STA 276+00

CP#23(80D/W)
N=10207104.002
E=3060342.957
ELEV=1004.43'
STA 265+25.46
52.65' RT

LAW FIRM, LLC GG7LP
C/O THR GORTHEY
R0462104

GARNERSTONE BUSINESS PARK, LLC
C/O RAYMOND GARNER
R0448969

TERRY HANLEY JONES
R021965

CP#24(IRSC-IC)
N=10207611.570
E=3060328.617
ELEV=1005.20'
STA 270+33.23
50.97' RT

LIZ HANNA
R021948

CP#25(80D/W)
N=10208008.095
E=3060254.557
ELEV=999.48'
STA 274+29.60
22.31' RT

EDGAR CASTRO
R493113

CP#27(E-SQCUT CONC)
N=10208358.631
E=3060085.754
ELEV=989.04'
STA 278+15.82
38.80' LT

ACTION PROPANE INC
R022112

CP#29(80D/W)
N=10209100.185
E=3059571.883
ELEV=945.97'
STA 287+44.04
53.18' LT

BLUE HOLE
REAL ESTATE
INVESTMENT LLC
R338173

RET WALL NO.3

280+00

285+00

MATCHLINE STA 288+00

CP#28(IRSC-IC)
N=10208968.372
E=3059836.918
ELEV=953.12'
STA 284+68.02
54.25' RT

RET WALL NO.4

CP#26(IRSC-IC)
N=10208351.040
E=3060140.280
ELEV=988.74'
STA 277+88.68
9.20' RT

LIZ HANNA
R021948

MICHAEL L & DEBORAH J MAULDIN
R021947

STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER

3/29/2023

WILLIAMSON COUNTY
1848

Binkley & Barfield
DCCM

Binkley & Barfield, Inc.
TxEng F-257
2401 Double Creek Dr, Ste 200
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com

BAGDAD ROAD (CR 279)

PROJECT LAYOUT

STA 264+00 TO STA 288+00

SHEET 4 OF 5

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	14
CONT.	SECT.	JOB	

100% SUBMITTAL

PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt

PENTABLE: Bagdad.tbl

USER: rbecari

FILE:...\RDPL_LAYOUT_04.dgn
DATE: 3/29/2023 6:15:01 PM

driveway paving to extend a total of 50' past PROW line matching specs shown on Sheet No. 127 & 131. TxDoT spec barbed wire fencing along extended drive area and existing gate to be relocated and/or Type 1 gate to be installed

NO.	DATE	REVISION	APPROVED

HORZ 0' 25' 50' 100'

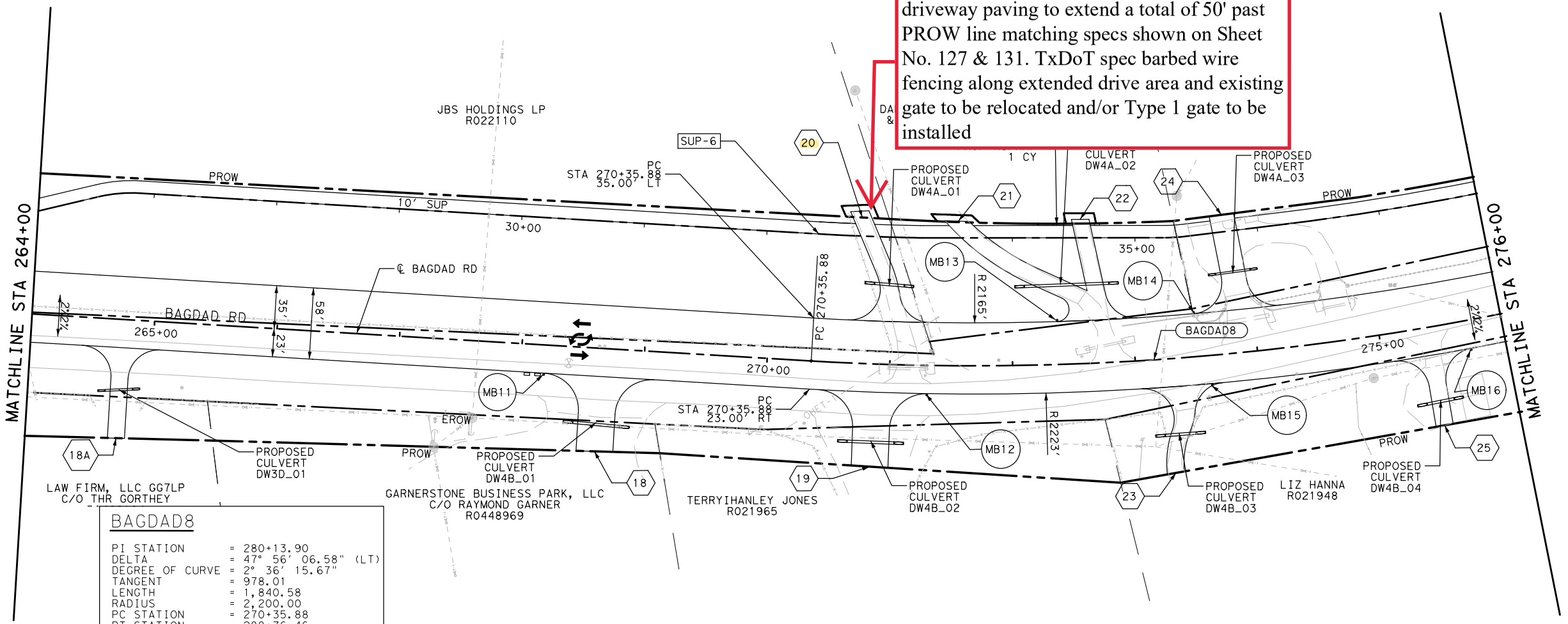
VERT 0' 5' 10'

LEGEND:

- XX-X — CURVE ID LABEL
- EXISTING TRAFFIC
- PROPOSED TRAFFIC
- # — DRIVEWAY ID LABEL
- SUP-# — SUP ID LABEL
- MBXX — MAILBOX TURNOUT ID LABEL
- PROP EASEMENT/ ACCESS AGREEMENT
- PROPOSED RETAINING WALL

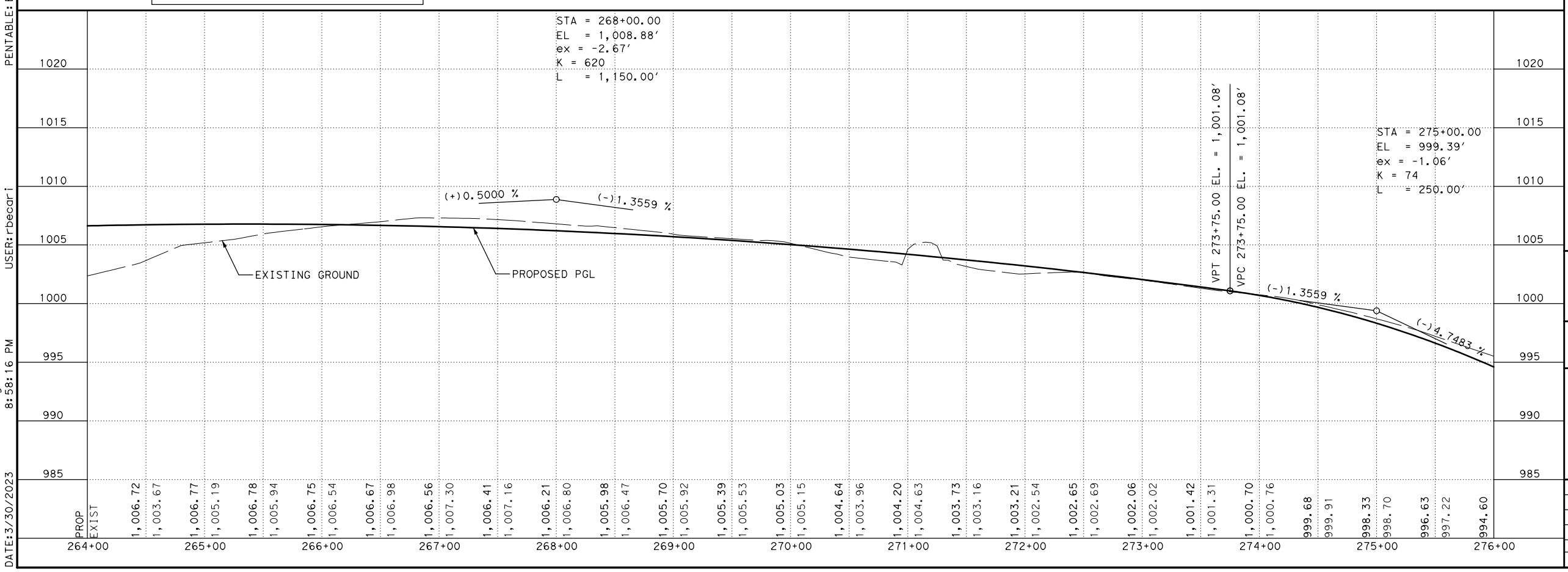
NOTES:

1. ALL DIMENSIONS ARE MEASURED TO EDGE OF PAVEMENT OR LIP OF GUTTER WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ BAGDAD UNLESS OTHERWISE NOTED.
3. SEE P&P SHEETS FOR SHARED USE PATH POINT DATA.
4. SEE HORIZONTAL ALIGNMENT DATA SHEET FOR CROSS STREET HORIZONTAL ALIGNMENT DATA.



BAGDAD8

PI STATION	= 280+13.90
DELTA	= 47° 56' 06.58" (LT)
DEGREE OF CURVE	= 2° 36' 15.67"
TANGENT	= 978.01
LENGTH	= 1,840.58
RADIUS	= 2,200.00
PC STATION	= 270+35.88
PT STATION	= 288+76.46



STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER

3/30/2023

WILLIAMSON COUNTY 1848

Binkley & Barfield
DCCM

Binkley & Barfield, Inc.
TxEng F-257
2401 Double Creek Dr. Ste 200
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com

BAGDAD ROAD (CR 279)

PLAN AND PROFILE

BAGDAD RD

STA 264+00 TO STA 276+00

SHEET 7 OF 10

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	101
CONT.	SECT.	JOB	

100% SUBMITTAL
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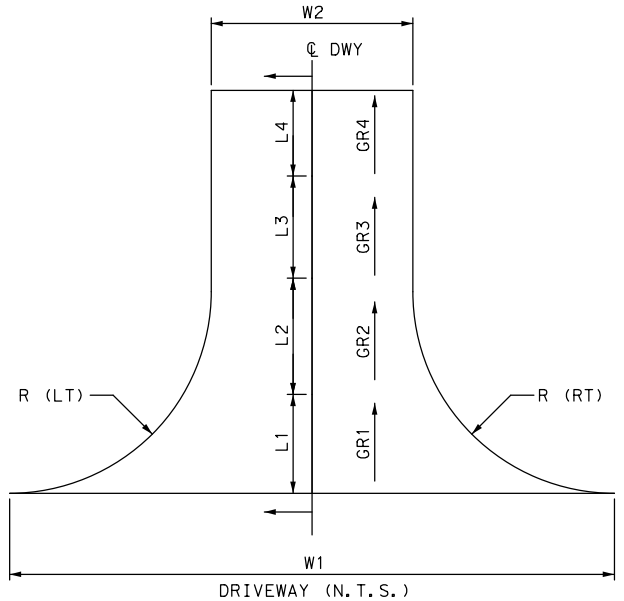
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NO.	DATE	REVISION	APPROVED

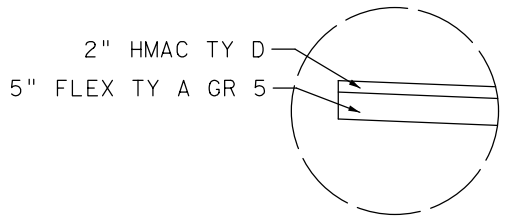
DRIVEWAY DETAILS

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 ELEV(VPI 1)	C2 ELEV (VPI 2)	C3 ELEV(VPI 3)	TIE-IN ELEVATION	EOP GRADE	TIE-IN GRADE
					(FT)	(FT)	(SF)	(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	SEE DRIVEWAY P&P SHEETS FOR PROFILE INFORMATION																
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.		14.00					87.17	68.46	* 10.23	8.48		8.43	* 1.87	10.00		1001.66	1007.43	1007.62		1008.47	-2.00	1.88
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	66.98	* 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

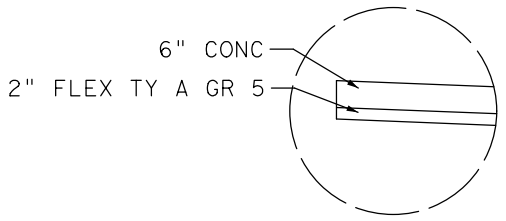
* SUP GRADE AT DRIVEWAY MEET ADA REQUIREMENTS
** DRIVEWAY ON SKEW SUP MEET ADA REQUIREMENTS



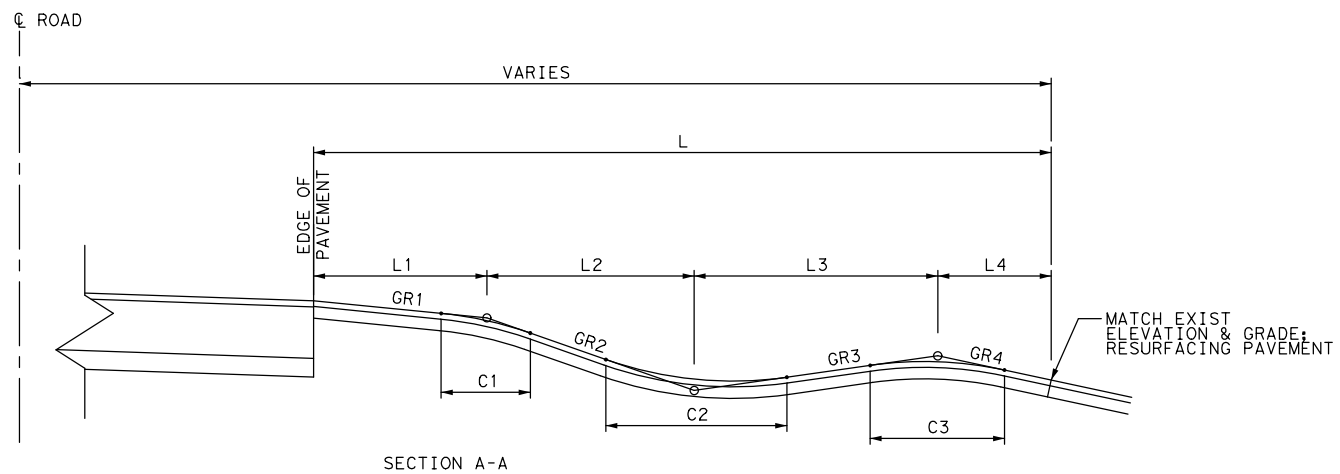
DRIVEWAY (N.T.S.)



DRIVEWAY PVMT STRUCTURE-ASPHALT



DRIVEWAY PVMT STRUCTURE-CONC



SECTION A-A

NOTE:

REFER TO DRAINAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CULVERT DETAILS.

STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER
3/30/2023

WILLIAMSON COUNTY 1848

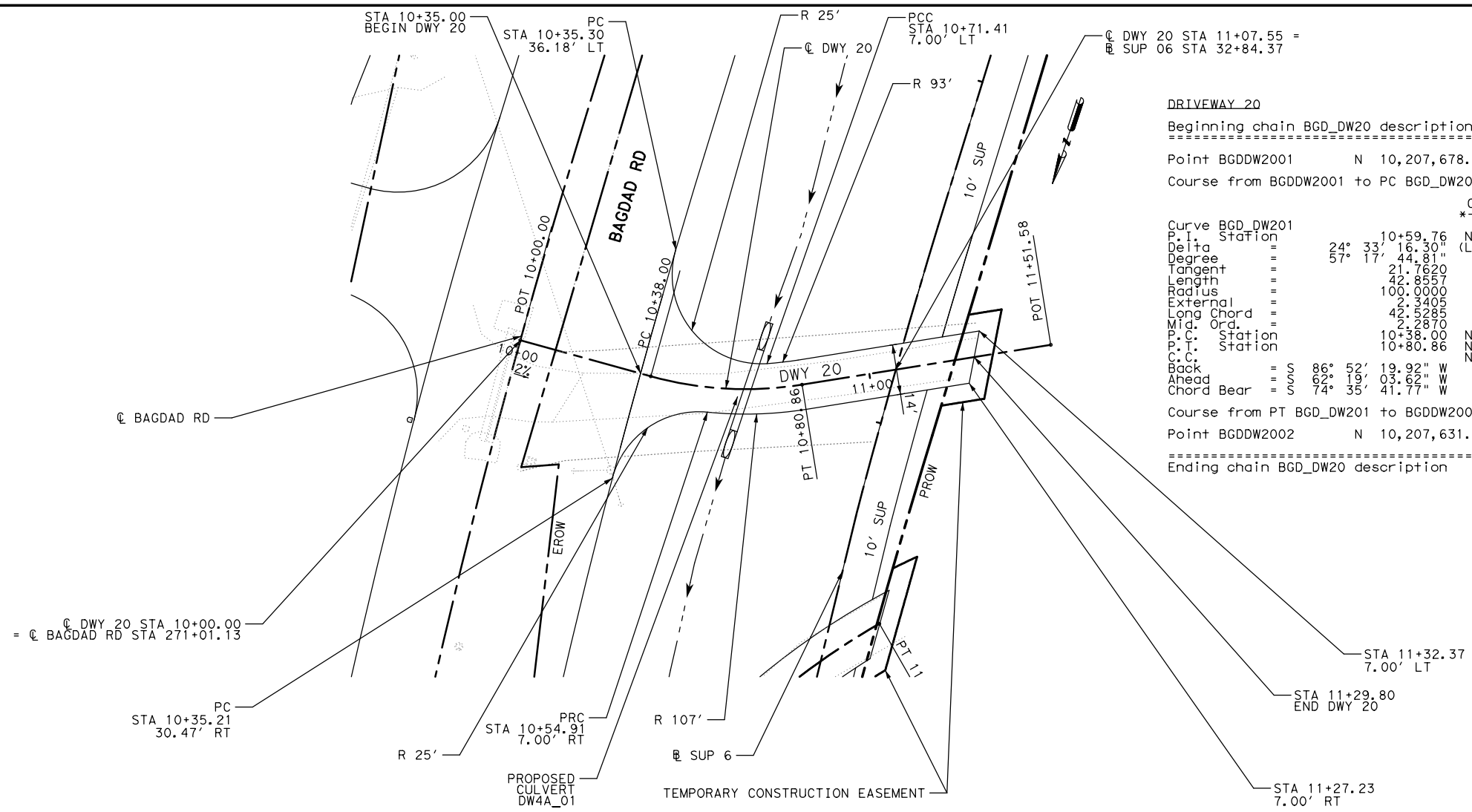
Binkley & Barfield
DCCM
Binkley & Barfield, Inc.
TxEng F-287
2401 Double Creek Dr, Ste 200
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com

BAGDAD ROAD (CR 279)

DRIVEWAY DETAILS BAGDAD RD

SCALE = N.T.S. SHEET 2 OF 2

FED.RD. DIV.NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	127
CONT.	SECT.	JOB	



DRIVEWAY 20

Beginning chain BGD_DW20 description

Point BGDDW2001 N 10,207,678.1476 E 3,060,275.0075 Sta 10+00.00

Course from BGDDW2001 to PC BGD_DW201 S 86° 52' 19.92" W Dist 37.9994

Curve Data

Curve BGD_DW201					
P.I. Station	=	10+59.76	N 10,207,674.8869	E	3,060,215.3352
Delta	=	24° 33' 16.30" (LT)			
Degree	=	57° 17' 44.81"			
Tangent	=	21.7620			
Length	=	42.8557			
Radius	=	100.0000			
External	=	2.3405			
Long Chord	=	42.5285			
Mid. Ord.	=	2.2870			
P.C. Station		10+38.00	N 10,207,676.0743	E	3,060,237.0647
P.T. Station		10+80.86	N 10,207,664.7769	E	3,060,196.0642
C.C.			N 10,207,576.2232	E	3,060,242.5211
Back	= S 86° 52' 19.92" W				
Ahead	= S 62° 19' 03.62" W				
Chord Bear	= S 74° 35' 41.77" W				

Course from PT BGD_DW201 to BGDDW2002 S 62° 19' 03.62" W Dist 70.7222

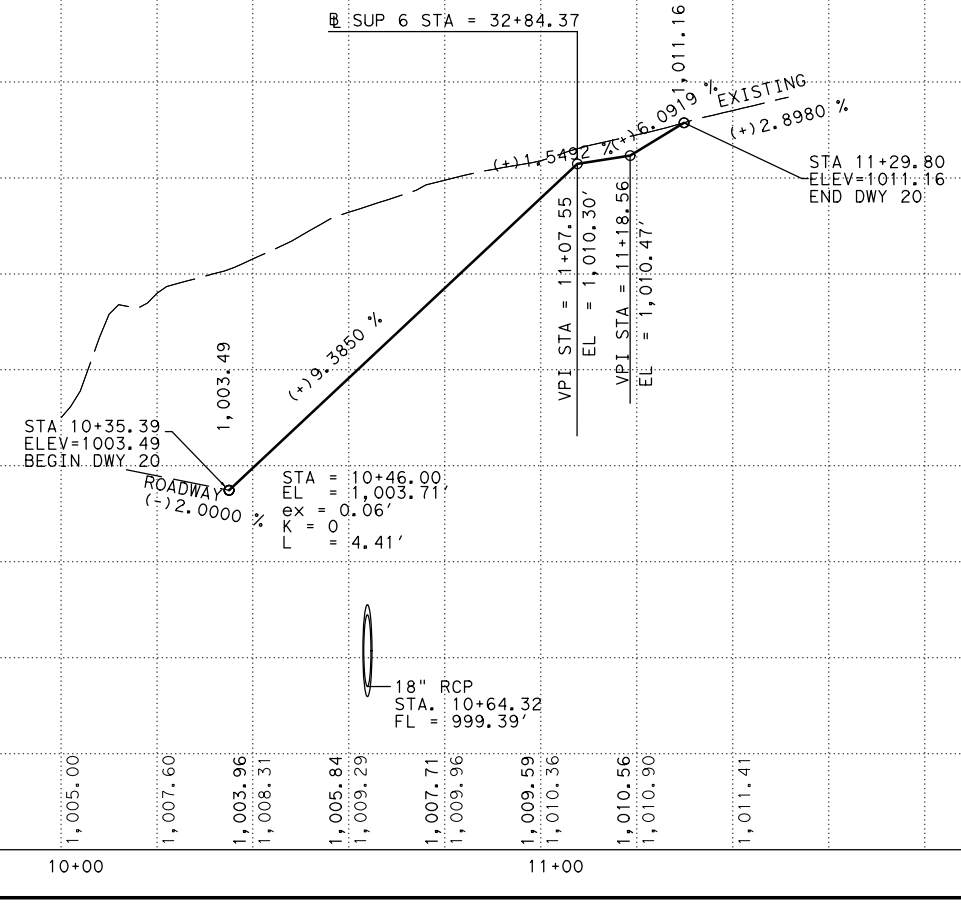
Point BGDDW2002 N 10,207,631.9216 E 3,060,133.4370 Sta 11+51.58

Ending chain BGD_DW20 description

NOTE:
ALL STATIONING IS BASED ON
℄ DWY UNLESS OTHERWISE NOTED.

NO.	DATE	REVISION	APPROVED

HORZ 0' 10' 20' 40'
VERT 0' 2' 4'



STATE OF TEXAS
RYAN H. HINSON
135528
LICENSED
PROFESSIONAL ENGINEER

3/30/2023

WILLIAMSON COUNTY 1848

Binkley & Barfield
DCCM

Binkley & Barfield, Inc.
TxEng F-257
2401 Double Creek Dr, Ste 200
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com

BAGDAD ROAD (CR 279)

DRIVEWAY PLAN AND PROFILE

DRIVEWAY 20

SHEET 4 OF 14

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	131
CONT.	SECT.	JOB	

100% SUBMITTAL
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: Bagdad.tbl
USER: rbecari
FILE:...\RDPP_BAGDAD_DWY_04.dgn
DATE: 3/30/2023 7:58:57 AM

Commissioners Court - Regular Session **68.**

Meeting Date: 04/09/2024

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with North Vista Ranch LLC for 0.137 AC and 0.105 AC needed as right of way on the CR 255 project (Parcels 21/21A). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:03 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 04:39 PM
Final Approval Date: 04/04/2024		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NORTH VISTA RANCH, LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract One:
All of that certain 0.137-acre (5,986 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21):**

Tract Two:
All of that certain 0.105-acre (4,575 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2", attached hereto and incorporated herein (**Parcel 21A):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described as Tracts One and Two in Exhibits A-1 and A-2 shall be the sum of TWENTY-FIVE THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars ($25,670.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits A-1 and A-2, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after April 15, 2024, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Address: 11673 Jollyville road

NORTH VISTA RANCH, LLC, a Texas
limited liability company

B101, Austin TX 78759

Date: 3/29/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A-1"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.137 ACRE RIGHT-OF-WAY PARCEL NO. 21
NORTH VISTA RANCH LLC
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.137 ACRES (APPROXIMATELY 5,986 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 200.871 ACRE TRACT OF LAND CONVEYED TO NORTH VISTA RANCH LLC IN A WARRANTY DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2016060626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.137 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "RPLS 5785" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Northwest corner of that certain called 21.013 acre tract of land a described in the deed conveyed to James D. Daniels of record in document no.: 2021175032, Official Public Records Williamson County, Texas, from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng.", bears South 20°33'46" East, a distance of 70.05 feet;

THENCE North 20°33'46" West with the west line of said North Vista Ranch LLC tract and the existing east right-of-way line of said County Road 255 a distance of 70.05 feet to the northwest corner of the herein described tract, the Northwest corner of said Daniels tract, and the southwest corner of that certain tract of land as conveyed to Tanya and Joseph Blanco, according to the deed filed of record in instrument number (2020105303), official public records Williamson County, Texas, from which a 1/2" iron rod with orange cap marked "RPLS 2218" found at the northwest corner of said Blanco tract bears North 20°40'43" West a distance of 500.19 feet;

THENCE North 70°49'59" East with the North line of said NORTH VISTA RANCH LLC tract and the South line of said Blanco tract a distance of 85.78 feet to the northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a 1/2" iron rod with cap marked "RPLS 2218", found for the Southeast corner of said Blanco tract bears North 70°49'59" East a distance of 1214.08 feet;

THENCE South 20°05'16" East across said North Vista Ranch LLC tract a distance of 70.02 feet to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said North Vista Ranch LLC tract and the North line of said James D. Daniels tract from which a ½ inch iron rod with cap marked "PLS 5785" found at the Northeast corner of said Daniels tract bears North 70°49'15" East a distance of 2052.59 feet;

THENCE South 70°49'15" West with the South line of said North Vista Ranch LLC tract and the North line of said Daniels tract a distance of 85.20 feet to the **POINT OF BEGINNING**, containing 0.137 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 2.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: September 21, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.137 ACRES (APPROXIMATELY 5,986 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO NORTHVISTA RANCH, LLC, IN A DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2016060626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2201311, issued by Texan Title Insurance Company on November 3, 2022, 8:00am, with an effective date of October 25, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10b. Easement dated November 30, 1925, executed by R. E. Ward to Sara M. Tucker, et al, recorded in Volume 225, Page 342, Deed Records, Williamson County, Texas. ***(Does NOT affect)***

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f. Easement Agreement dated November 7, 1985, executed by William Daniels to Central Telephone Company-Midstate, recorded in Volume 1275, Page 21, Official Records, Williamson County, Texas. ***(Does NOT affect)***

g. Easement Agreement dated August 14, 1990, executed by William Daniels to Central Telephone Company of Texas, recorded in Volume 1945, Page 363, Official Records, Williamson County, Texas. ***(Does NOT affect)***

h. Utility Easement dated February 12, 2009, executed by James D. Daniels and wife, Yiannis Daniels to Pedernales Electric Cooper ative, Inc., recorded under Document No. 2009017110, Official Records, Williamson County, Texas. ***(Does NOT affect)***

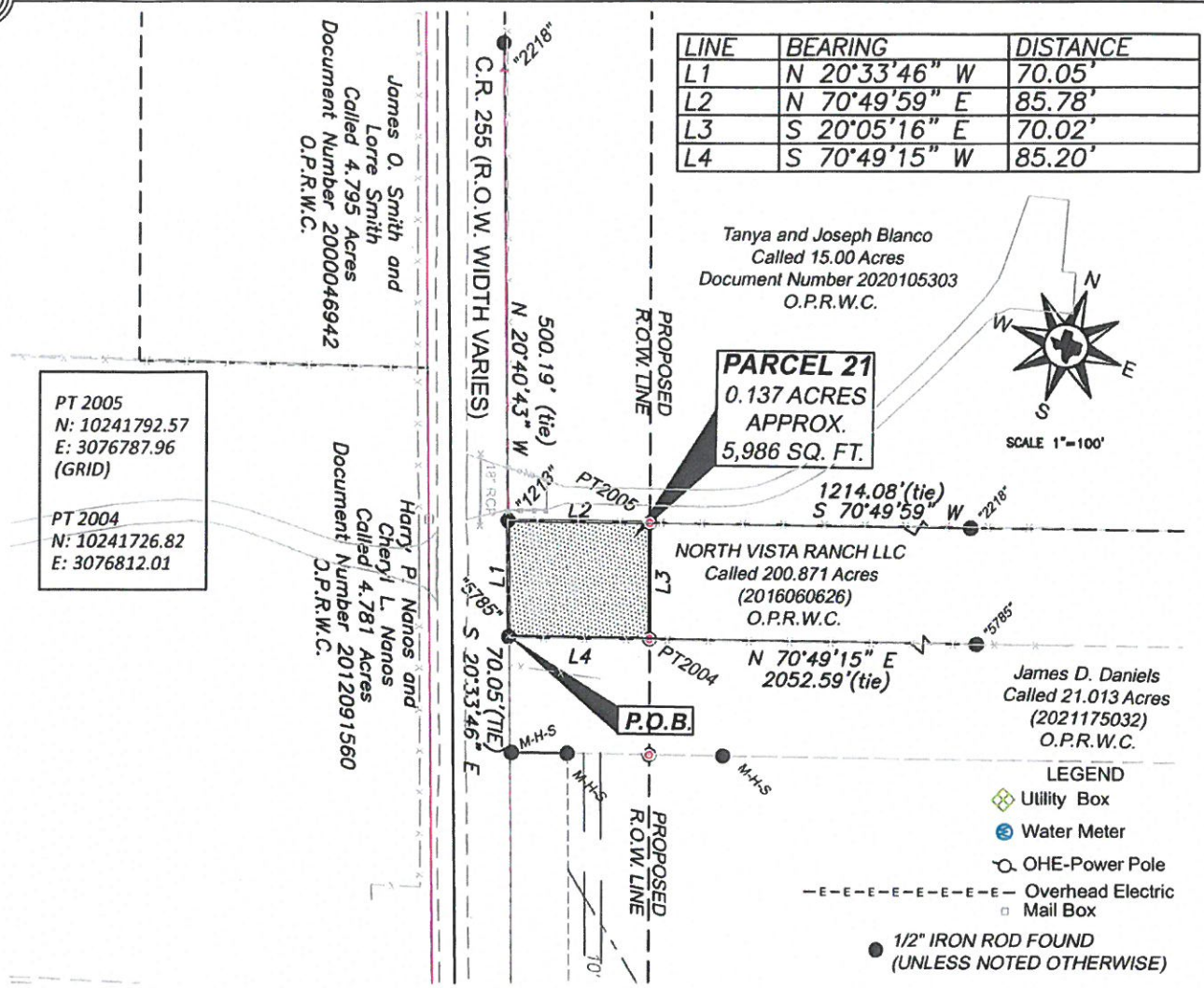
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j. Utility Easement dated November 21, 2019, to Pedernales Electric Cooper ative, Inc., recorded under Document No. 2019122910, Official Records, Williamson County, Texas. ***(Does NOT affect)***

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: SEPTEMBER 21, 2023
DRAWING NO.: 0750504-02-PARCEL 21
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

EXHIBIT "A-2"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.105 ACRE RIGHT-OF-WAY PARCEL NO. 21A
NORTH VISTA RANCH LLC
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.105 ACRES (APPROXIMATELY 4,575 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 200.871 ACRE TRACT OF LAND CONVEYED TO NORTH VISTA RANCH LLC IN A WARRANTY DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2016060626 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.105 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Winrose Austin" Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the most Westerly Southwest corner of said North Vista Ranch LLC tract, the Northwest corner of that certain called 12.935 acre tract of land a described in the deed conveyed to Kyle and Melony Schaefer of record in document no.: 2017018693, Official Public Records Williamson County, Texas;

THENCE North 20°38'13" West with the west line of said North Vista Ranch LLC tract and the existing east right-of-way line of said County Road 255 a distance of 97.60 feet to the northwest corner of the herein described tract, the Northwest corner of said North Vista Ranch LLC tract, and the southwest corner of a 1.308 acre Right of Way dedication tract as shown on that certain North Vista Ranch, Phase 1, Final plat filed or record in Document Number 2020065726, Official Public Records, Williamson County, Texas;

THENCE North 46°58'37" East with the North line of said NORTH VISTA RANCH LLC tract and the South line of said 1.308 acre right of way at a distance of 43.56 feet pass a ½ Inch iron rod with plastic cap marked "MHS" found at the South corner of Lot 7, Block "B", continuing with the south line of said Lot 7, Block "B" a distance of 8.52 feet

to a ½ Inch iron rod with plastic cap marked "MHS" found at the common corner of Lot 7 and Lot 6, Block "B";

THENCE North 46°48'24" East a distance of 1.09 feet with the Southerly line of said Lot 6, to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Northeast corner of the herein described tract from which a 1/2" iron rod with cap marked "MHS", found for the Southeast corner of said North Vista Ranch, Phase 1, Final Plat tract bears North 46°48'24" East a distance of 277.09 feet;

THENCE South 17°55'33" East across said North Vista Ranch, LLC tract a distance of 13.26 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at the beginning of a curve to the Left;

THENCE in a southeasterly direction across said North Vista Ranch, LLC tract with a curve to the left an arc distance of 86.06 feet, (having a radius of 9,932 feet, a chord bearing of South 18°10'27" East, a chord distance of 86.06 feet, a delta angle of 00°29'47") to the Southeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Schaefer tract, from which a ½ inch iron rod found at an angle point in the North line of said Schaefer tract bears North 46°48'24" East a distance of 277.09 feet;

THENCE South 46°48'58" West with the South line of said South Vista Ranch LLC tract and the North line of said Schaefer tract a distance of 48.55 feet to the **POINT OF BEGINNING**, containing 0.105 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).
Attachments: Survey Drawing No. 075054-02-PARCEL 21A.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: September 21, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.105ACRES (APPROXIMATELY 4,575 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO NORTH VISTA RANCH LLC, IN A DEED DATED JULY 7, 2016 AND RECORDED IN DOCUMENT NO. 2016060626, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
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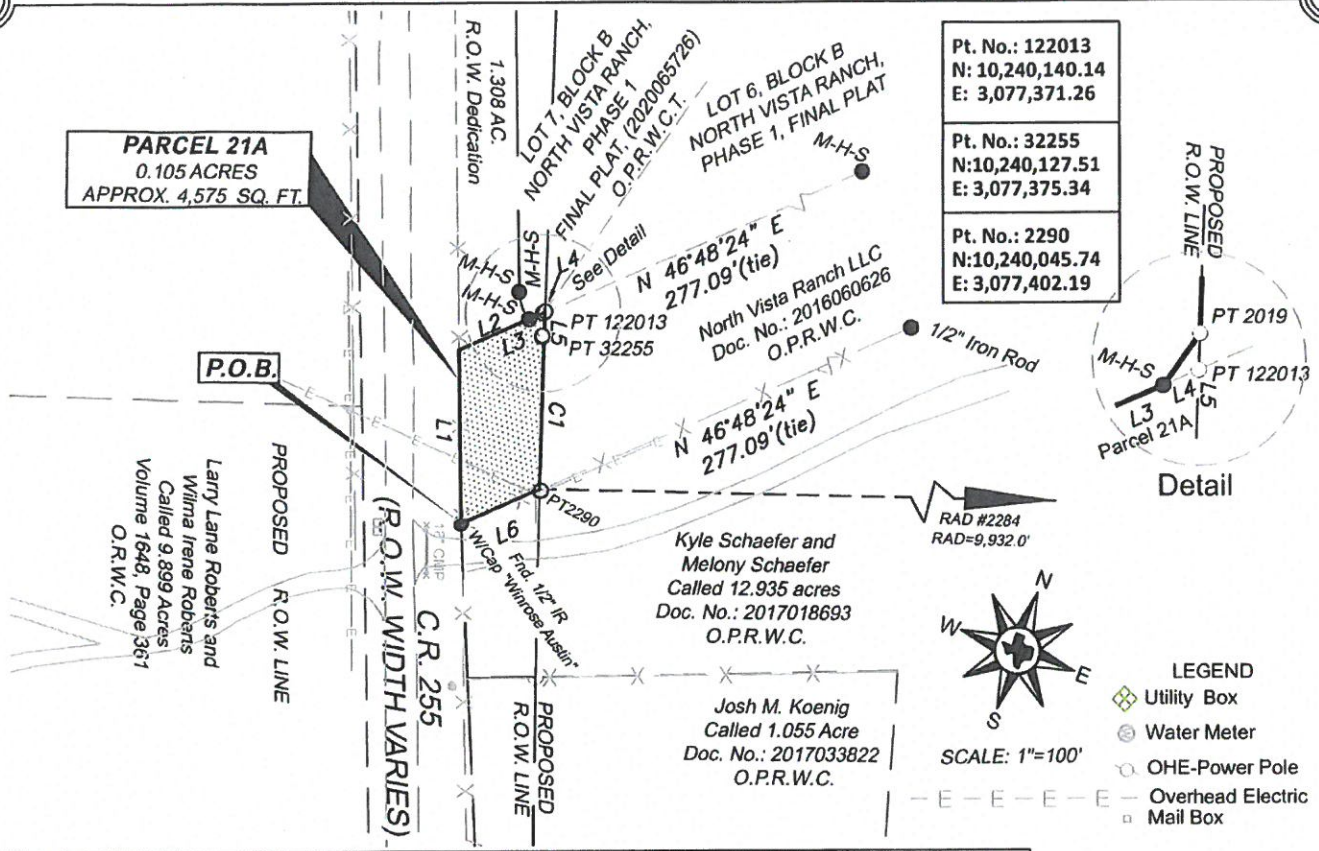
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WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	9932.00'	86.06'	86.06'	S 18°10'27" E	0°29'47"

LINE	BEARING	DISTANCE
L1	N 20°38'13" W	97.60'
L2	N 46°58'37" E	43.56'
L3	N 46°58'37" E	8.52'
L4	N 46°48'24" E	1.09'
L5	S 17°55'33" E	13.26'
L6	S 46°48'58" W	48.55'

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.

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COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS REGISTERED CHARLES G. WALKER 5283 PROFESSIONAL LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: SEPTEMBER 21, 2023
DRAWING NO.: 0750504-02-PARCEL 21A
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

EXHIBIT B

Parcel 21/21A

DEED
County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NORTH VISTA RANCH, LLC, a Texas limited liability company,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Tract One:
All of that certain 0.137-acre (5,986 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 21):**

Tract Two:
All of that certain 0.105-acre (4,575 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 21A):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
NORTH VISTA RANCH, LLC, a Texas limited liability company

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by NORTH VISTA RANCH, LLC, a Texas limited liability company in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 04/09/2024

Hero Way Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a relocation claim for actual moving expenses with the tenant on parcel 221, which was required to relocate due to the right of way acquisition on the Hero Way /RM 2243 Project. Funding Source: Road Bond P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:04 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 04:46 PM
Final Approval Date: 04/04/2024		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Jeff Arbogust	Parcel No: 221	County: Williamson Project: Hero Way/RM 2243

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): January 2020 To (Date of Move): 2/15/2024 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 34 Miles 7. Mover's Name and Address: Harmony Kempner Texas 76539 512-658-0069

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	12	08	2022
b. Date Property Acquired	11	07	2023
c. Date Required to Move	12	29	2023

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$19,775.00 *
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$19,775.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Claimant

Date of Claim: 3-17-2024

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 19,775.00 *

3-17-2024
Date

Relocation Agent

Date

Williamson County Judge

* This is the final payment for moving the personal property items that were located inside the house. (personal property items located outside the house were paid by previous claim dated 1-16-2023.)

HARMONY

INVOICE.

Date: 2/25/2024
Quote # 523191
Expiration Date: 3/15/2024

Project Name JEFF ARBOGUST
Address 17520 RONALD W REAGAN BLVD
Attn

Phone:
Customer ID

Salesperson	Job	Terms	Due Date
JOSE GONZALES		NET 15 DAYS	

blannce due upon completion

Qty	Description	Unit Price	Line Total
	FINAL INVOICE MOVING HOUSE HOLD FURNITURE		$ 19,775.00

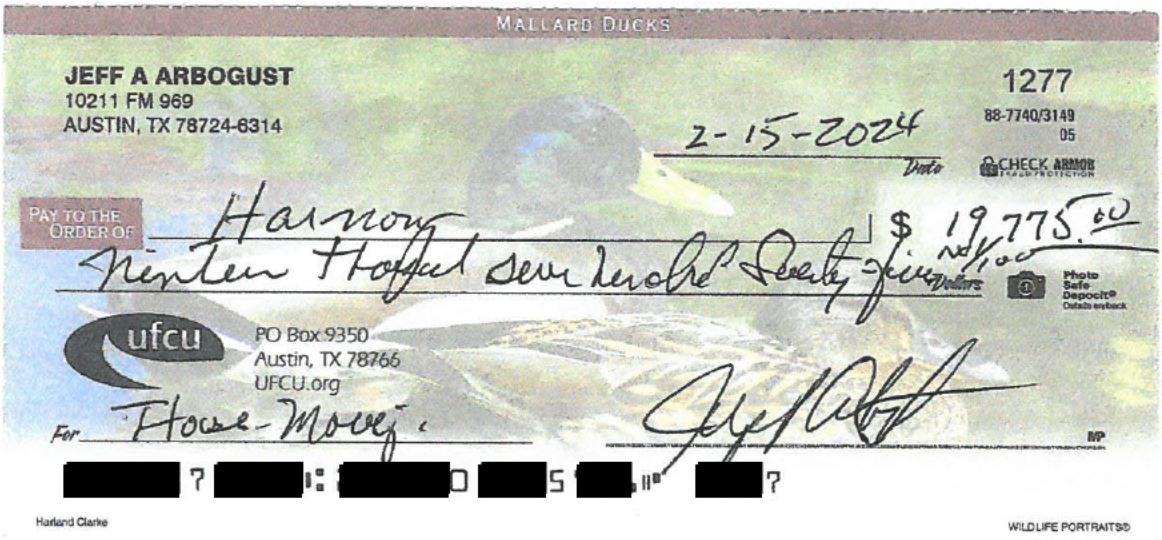
Subtotal	$ 19,775.00
Sales Tax	
Total	$ 19,775.00

Thank you for your business!

HARMONY KEMPNER,TEXAS 78659 512-658-0069

paid check # 1277
interior Haus

Verified Paid
with Jose Gonzalez
3-4-2024


MALLARD DUCKS
JEFF A ARBOGUST
10211 FM 969
AUSTIN, TX 78724-6314
1277
88-7740/3149
05
2-15-2024
Date
CHECK ARMOR
PAY TO THE ORDER OF
Harmony
Nineteen Hoffat seventeen hundred Seventy-five
$ 19,775.00
Dollars
Photo Safe Deposit®
ufcu
PO Box 9350
Austin, TX 78766
UFCU.org
For House-Money
MP
Harland Clarke
WILDLIFE PORTRAITS®

CERTIFICATION OF ELIGIBILITY

Project: RM 2243/ Horoway
Parcel: 221

Displacee: Jeff Arbogast

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Jeff Arbogast
Claimant

Date: 3/13/2023

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

HARMONY

QUOTE/ INVOICE

Date: 12/11/2023
Quote # 523191
Expiration Date: 12/30/2023

Project Name: JEFF ARBOGUST
Address: 17520 RONALD W REAGAN BLVD
Attn:
Phone: [redacted]2
Customer ID: 12112023-7

Salesperson	Job	Terms	Due Date
JOSE GONZALES			

Qty	Description	Unit Price	Line Total
	HOUSEHOLD:		
1	BOXING AND MOVING FURNITURE AND CONTENTS		$ 18,450.00
	EXTERIOR:		
1	BOXING TWO SHEDS AND MOVING		$ 7,900.00
1	MOVING 14 X20 SHED		$ 1,500.00
	MOVING EQUIPMENT:		
	8 TRAILERS, 2 TORO DINGOS, 1 RV AERO 2006, 4 MOWERS 1 POLARIS UTV, 1 LOG SPLITTER.I POWER RACK , 1NORTHSTAR 60 GAL POWER SPRAYER, 5 LARGE LADDERS, ALUM CARGO CARRIER, DOG KENNEL, OUTDOOR FURNITURE ETC, FIREPIT, LARGE WATER TROUGH PLANTERS, PROPANE TANKS		$ 17,650.00
	SUPPLIES FOR MOVING		$ 2,725.00
		Subtotal	$ 48,225.00
		Sales Tax	
		Total	$ 48,225.00

ACCEPTANCE: Jeff Arbogust
DATE: 12/12/2023

Thank you for your business!

HARMONY KEMPNER, TEXAS 76539 512-658-0069

$28,450 was previously paid for moving personal Property items located outside the residance. the remainder amount of $19,775 is due for moving contents of the house

28,450 1st half
19,775 2nd half.
$48,225

A-Line Relocation
429 Doe Run
Georgetown, TX 78628
(512) 968-8883
Travis@ALineRelocation.com
www.ALineRelocation.com

Estimate

ADDRESS
Jeff Arbogust
17520 Ronald Reagan
Leander, TX 78641

SHIP TO
Jeff Arbogust
322 Maverick Way
Briggs, TX 78608

ESTIMATE # 1855
DATE 12/10/2023

SHIP DATE
01/02/2024

TXDMV 00664581C

US DOT 2284558

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Packing	Packing House Contents	1	10,800.00	10,800.00
Packing	Packing contents of 2 Sheds and outdoor area	1	4,600.00	4,600.00
Packing Materials		1	3,356.32	3,356.32
Travel Fee		23	328.00	7,544.00
Moving	Moving Contents of House	1	7,200.00	7,200.00
Moving	Moving Contents of Sheds	1	4,500.00	4,500.00
Moving	Moving equipment, trailers, propane tanks, boulders, implements, fire wood, trucks, flat bed, horse, and other oversized outdoor items	1	12,200.00	12,200.00
Moving	14x20x12 Storage shed	1	1,900.00	1,900.00

VETERAN OWNED AND OPERATED

TOTAL **$52,100.32**

Accepted By

Accepted Date

Contact Notes

Project FM 2244/Hero Way
Parcel 221
Name Jeff Arbogust

Date	Comments
	Jeff Arbogust [redacted]2 [redacted]m
12-14-22 01-09-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
0-30-23 02-22-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply
03-01-23 03-07-23	Called Jeff Arbogust to set up appointment to meet to discuss his relocation benefits. Left message. No reply Spoke with the property owner's attorney and ask her to have the tenant Jeff Arbogust to call me.
03-21-23 03-30-23	The property owners attorney and Jeff Arbogust called me and I was able to set an appointment to meet to discuss his relocation. I met with Mr. Arbogust and explained the project and his relocation entitlements, I went over the rent supplement and moving options. I also explained that he would be receiving a letter from me giving him no less than 90 days to move from the time that I provide him replacement housing. I also explained to him that when the property is purchased by the county that I will be sending him a 30 notice to vacate. He said that he understood, I also told him to contact me before moving to avoid any loss of benefits.
06-12-23 07-14-23	90 day letter sent Called Jeff Arbogust to see if he had any questions regarding the rent supplement and moving. He said he did not and would let me know if something came up, he said that once the property closes, he will look at moving. I told him I would be in touch.
11-29-23 12-04-23 12-8-23	Sent 30 day letter Called Jeff Arbogust to set up time to meet. Met with Jeff Arbogust to discuss moving pf his personal property and his rent supplement.
12-12-23 12-12-23	Sent two move estimates to Sheets and Crossfield for their review and approval. Move estimates were approved. I called Jeff Arbogust and let hm know that he was approved to go ahead with the lower of the two movers. He said that he would get started.

01-3-24	Jeff Arbogust finished the moving of his personal property tat was located on the outside. He is going to finish the house move in February once his replacement dwelling is ready. He paid the mover for the first part of this move. He has request reimbursement of the first part of his move.
01-16-24 01-23-24	I inspected the parcel and verified move of the personal property from the outside of the house and had Mr. Arbogust sign the claim form. Completed the claim for first half of move and sent to Sheets and Crossfield for review and approval.
02/28/24 03/04/24 03/18/24 03/19/24	First have of move claim paid. Prepared move claim for second half of move household items located in house. Met Jeff Arbogust to sign final move claim and take pictures of vacated house Sent final move claim to Sheets & Crossfield for review, approval and payment .

Commissioners Court - Regular Session **70.**

Meeting Date: 04/09/2024

Interlocal Agreement with City of Liberty Hill

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Liberty Hill Regarding the City/County Participation in the Design, Construction Costs and Right of Way Related to the Ronald Reagan Boulevard Widening Project. Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 11:05 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 05:00 PM
Final Approval Date: 04/04/2024		

INTERLOCAL AGREEMENT

REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN, CONSTRUCTION COSTS AND RIGHT OF WAY RELATED TO THE RONALD REAGAN BOULEVARD WIDENING PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Liberty Hill, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing an improvement to Ronald Reagan Blvd, the approximate location being shown on **Exhibit "A"** attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the City's consent in the design and construction of the County Project.

II.
COUNTY OBLIGATIONS

2.01 Project Costs. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project, unless otherwise specified herein ("County Project Costs").

2.02. Property Acquisition. The County will be responsible for the acquisition of all right-of-way and easements needed for the County Project.

2.02 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.03 Maintenance. The County agrees to operate and maintain the County Project within the City limits until the City annexes any more property abutting the County Project. The City will then be responsible for maintaining all of the County Project within the City limits.

2.04 Georgetown Easement. The City agrees to execute a waterline easement to the City of Georgetown in and to a twenty-foot (20') wide parcel being approximately 0.2577 acres (11,224 square feet) at the location shown on **Exhibit "B"** attached hereto, with final field notes to be completed at the expense of County and attached to the easement document prior to execution and recording. The form of the waterline easement shall be as shown in **Exhibit "C"** attached hereto.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the portions of the County Project located within the City's boundaries.

3.02 Acquisition of Real Property Rights. The City hereby authorizes the County to undertake the acquisition of right-of-way, drainage easements, utility easements, and other real property rights and interests, through negotiation or condemnation, within the city limits, which are necessary for the completion of the County Project.

3.03 Right-of-way Property Donation. Within 30 days following the final approval of this Agreement, the City agrees to execute a Donation Deed in the form as shown on **Exhibit "D"** attached hereto.

3.04 Temporary Construction Easement. By execution of this Agreement, City further grants to County a temporary construction easement in and across the 0.0074-acre portion of the City's property described in **Exhibit "E"** attached hereto, for the sole purpose of reconstructing City's existing driveway connection between the proposed County Project and the remaining property of City, which shall immediately expire and be of no further force and effect upon completion of the County Project.

IV.

DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely

by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end on the date that all obligations of the Parties with respect to this Agreement have been satisfied.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to the County Project.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LIBERTY HILL: 926 Main Street
Liberty Hill, Texas 78642
Attn. Paul Brandenburg, City Manager
Telephone: (512) 778-5449
Facsimile: (512) 778-5418

COUNTY: 710 S. Main Street,
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

5.14 Exhibits.

Exhibit A – Improvements to Ronald Reagan Blvd. "County Project"

Exhibit B – Location of waterline easement between the City of Liberty Hill and the City of Georgetown

Exhibit C – Form of waterline easement between the City of Liberty Hill and the City of Georgetown

Exhibit D – Donation Deed between the City of Liberty Hill and Williamson County

Exhibit E – Temporary Construction Easement Field Notes

(SIGNATURES ON THE FOLLOWING PAGE)

CITY OF LIBERTY HILL, TEXAS

By: Crystal Mancell

Title: Mayor

ATTEST:

By: Elaine Simpson
Elaine Simpson, City Secretary

WILLIAMSON COUNTY, TEXAS

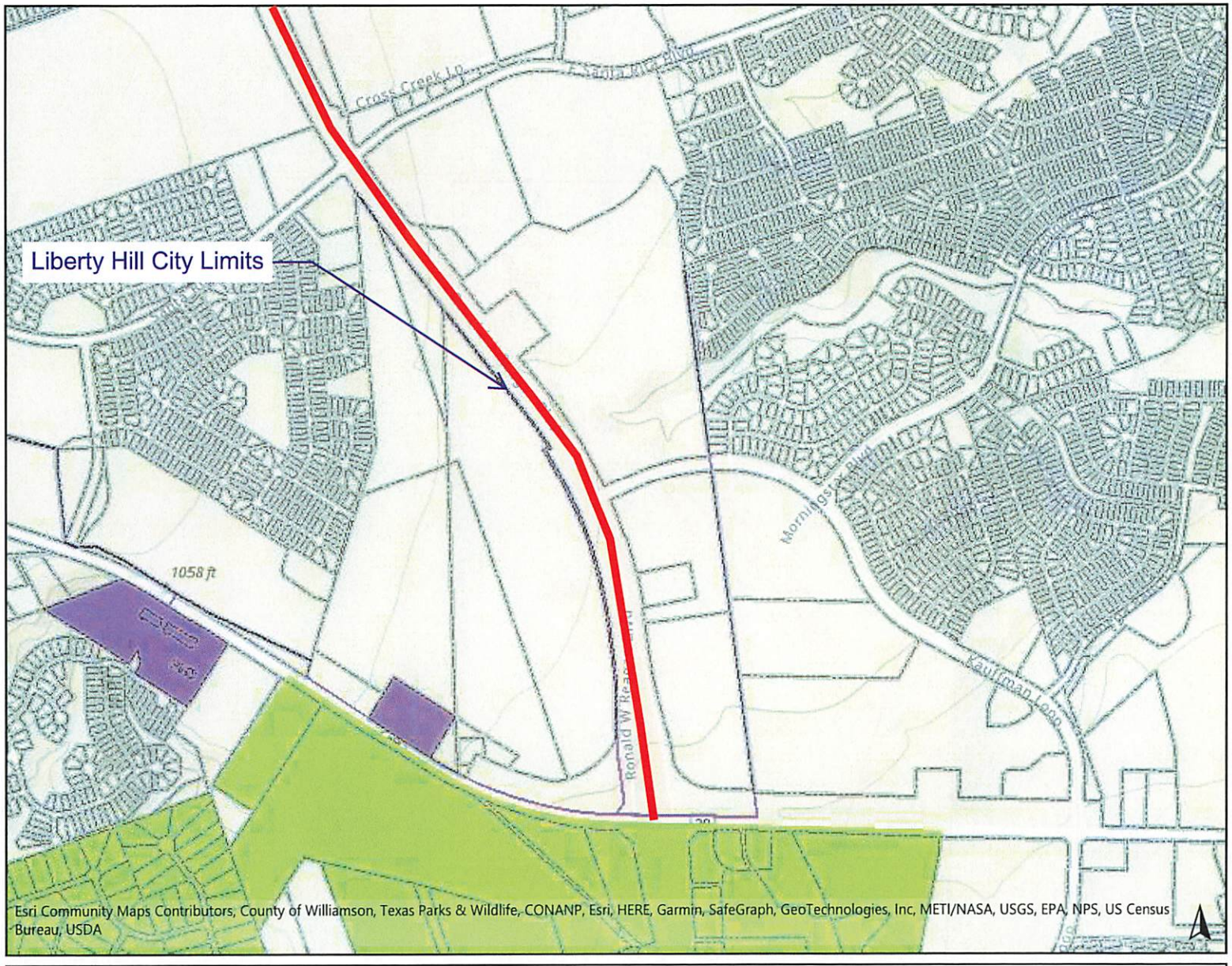
By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

WILLIAMSON COUNTY

Exhibit A





Legend

Development Boundaries

WCAD Parcels

Municipalities

Incorporated Cities

LEANDER

LIBERTY HILL

Ronald Reagan Widening Project

Notes

0 2000 4000 ft

1:16170

This map and data are for general planning purposes only. The base map conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

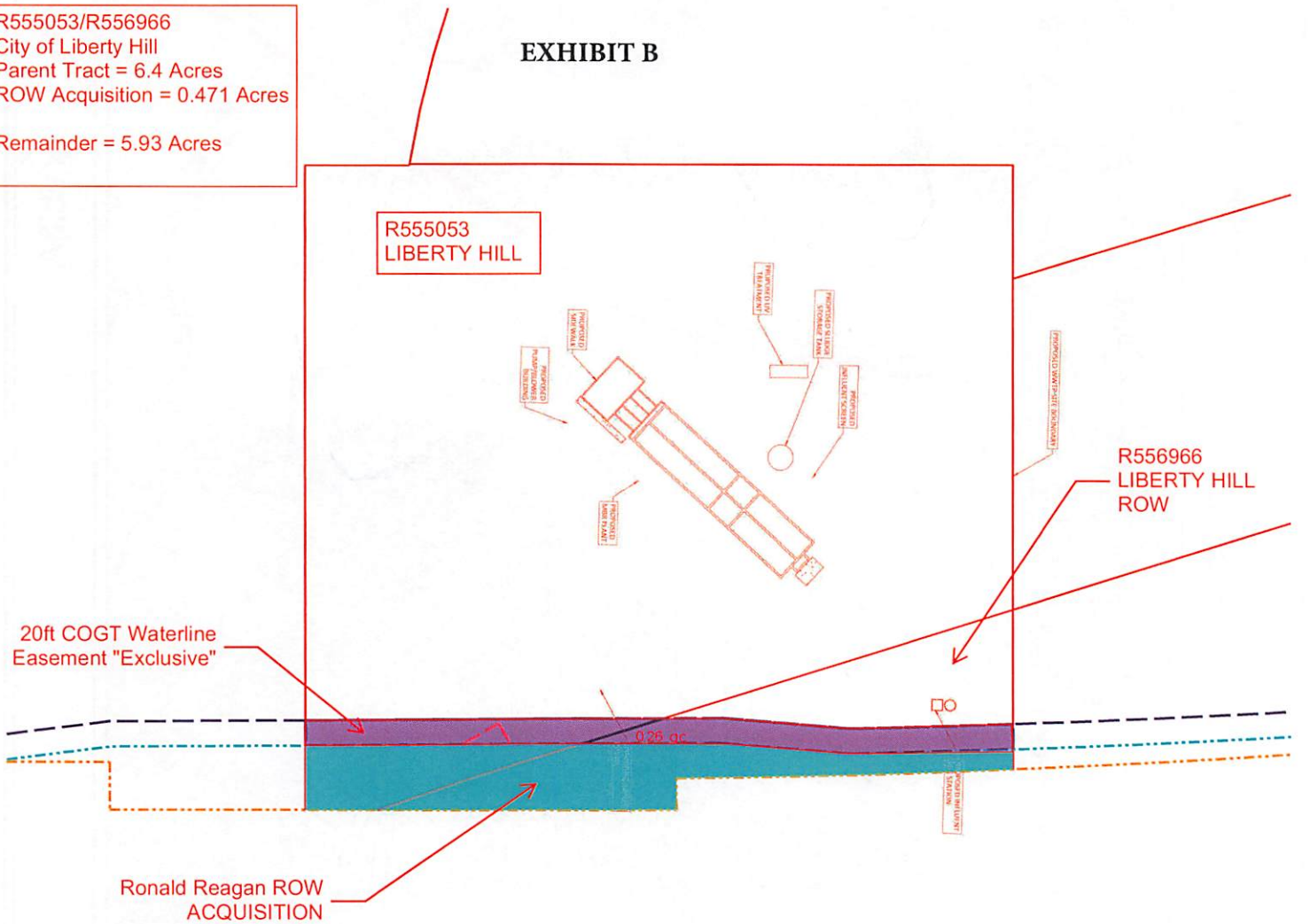
3/17/2023 10:47:44 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

R555053/R556966
City of Liberty Hill
Parent Tract = 6.4 Acres
ROW Acquisition = 0.471 Acres

Remainder = 5.93 Acres

EXHIBIT B



County: Williamson
Parcel: 13E – City of Liberty Hill
Highway: Ronald Reagan Boulevard

EXHIBIT **B**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2577 OF ONE ACRE (11,224 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.40 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CITY OF LIBERTY HILL, RECORDED IN DOCUMENT NO. 2017014139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.2577 OF ONE ACRE (11,224 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 47.22 feet Left of Ronald Reagan Baseline Station 2537+49.92 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,216,627.06, E=3,080,135.95), being in the South line of said 6.40 acre tract and the North line of a called 87.066 acre tract of land described as Tract Two in a Special Warranty Deed to Santa Rita Investments, LTD, recorded in Document No. 2021148213 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "CBD SETSTONE" found for the Southeast corner of said 6.40 acre tract and the common Northeast corner of said 87.066 acre tract, also being in the existing West ROW line of said Ronald Reagan Boulevard (Variable Width ROW), bears North 88°27'20" East a distance of 50.89 feet;

1) **THENCE** with the South line of said 6.40 acre tract and the common North line of said 87.066 acre tract, **South 88°27'20" West** a distance of **20.00** feet a Calculated Point, 67.22 feet Left of Ronald Reagan Baseline Station 2537+49.88, from which a 1/2-inch rebar with cap stamped "CBD SETSTONE" found for the Southwest corner of said 6.40 acre tract and a common corner of said 87.066 acre tract, bears South 88°27'20" West a distance of 439.85 feet;

THENCE over and across said 6.40 acre tract, the following three (3) courses and distance:

2) **North 01°53'34" West** a distance of **330.43** feet a Calculated Point, 69.14 feet Left of Ronald Reagan Baseline Station 2540+81.14;

3) **North 03°04'53" East** a distance of **100.26** feet a Calculated Point, 59.50 feet Left of Ronald Reagan Baseline Station 2541+81.63; and

4) Along a curve to the **Left** having a radius of **9,340.50** feet, an arc length of **130.51** feet, a delta angle of **00°48'02"**, and a chord which bears **North 03°08'38" West** a distance of **130.50** feet to a Calculated Point in the North line of said 6.40 acre tract and the common South line of a called 17.50 acre tract of land described as Tract 3 in a Correction Special Warranty Deed to Santa Rita Commercial, LLC, recorded in Document No. 2014012340 of said O.P.R.W.C.T., 59.50 feet Left of Ronald Reagan Baseline Station 2543+12.97;

County: Williamson
Parcel: 13E – City of Liberty Hill
Highway: Ronald Reagan Boulevard

5) **THENCE** with the North line of said 6.40 acre tract and the common South line of said 17.50 acre tract, **North 88°20'43" East** a distance of **20.01** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 39.50 feet Left of Ronald Reagan Baseline Station 2543+12.30, from which a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Northeast corner of said 6.40 acre tract and the common Southeast corner of said 17.50 acre tract, also being in the existing West ROW line of said Ronald Reagan Boulevard, bears North 88°20'43" East a distance of 15.90 feet;

THENCE over and across of said 6.40 acre tract and with the proposed West ROW line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

6) Along a curve to the **Right** having a radius of **9,360.50** feet, an arc length of **131.14** feet, a delta angle of **00°48'10"**, and a chord which bears **South 03°08'19" East** a distance of **131.14** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 39.50 feet Left of Ronald Reagan Baseline Station 2541+80.61;

7) **South 03°04'53" West** a distance of **100.41** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 49.15 feet Left of Ronald Reagan Baseline Station 2540+80.19; and

County: Williamson
Parcel: 13E – City of Liberty Hill
Highway: Ronald Reagan Boulevard

8) **South 01°53'34" East** a distance of **329.69** feet to the **POINT OF BEGINNING**, containing 0.2577 of one acre (11,224 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

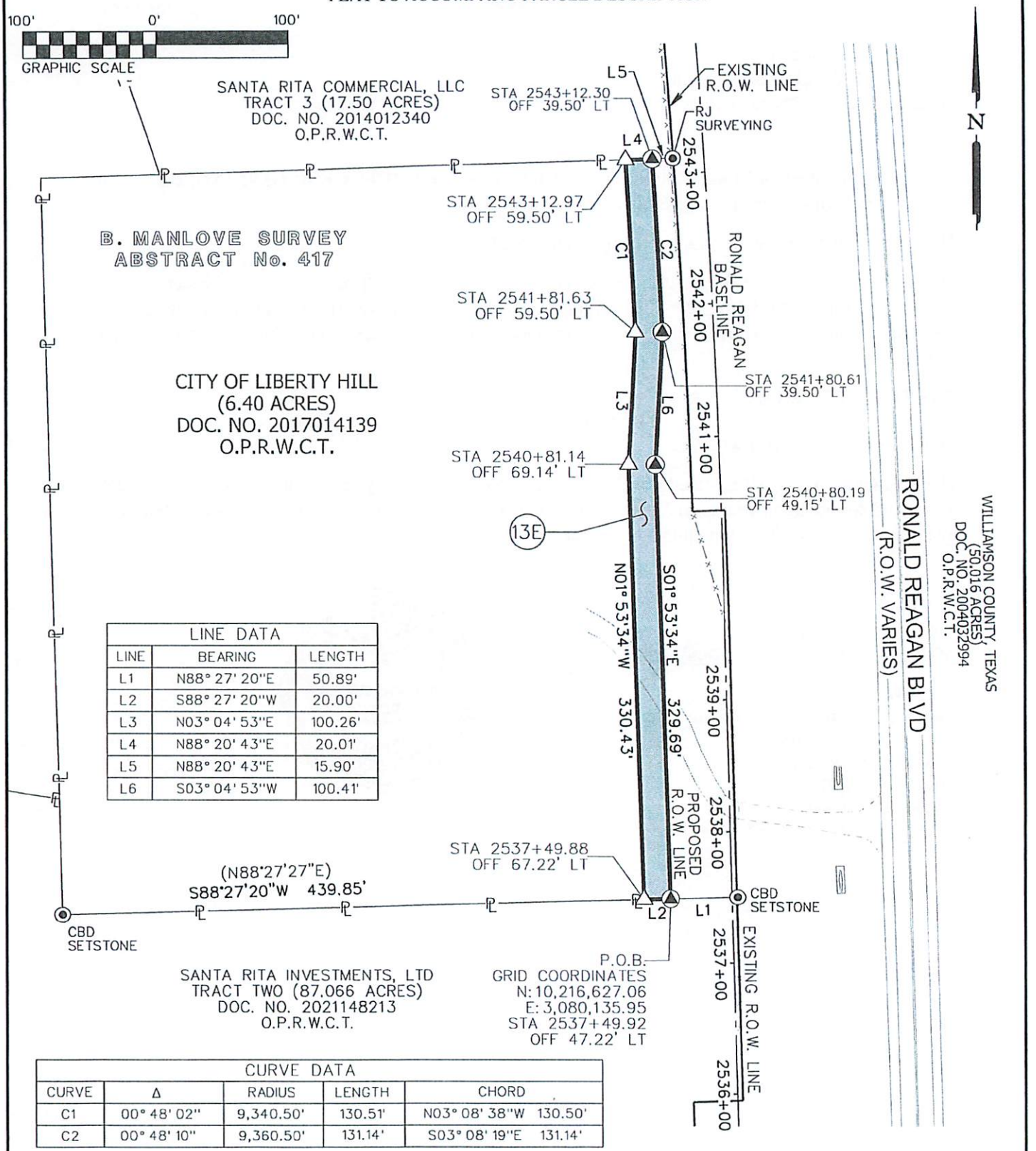
Frank W Funk 01/25/2024

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	N88° 27' 20"E	50.89'
L2	S88° 27' 20"W	20.00'
L3	N03° 04' 53"E	100.26'
L4	N88° 20' 43"E	20.01'
L5	N88° 20' 43"E	15.90'
L6	S03° 04' 53"W	100.41'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 48' 02"	9,340.50'	130.51'	N03° 08' 38"W 130.50'
C2	00° 48' 10"	9,360.50'	131.14'	S03° 08' 19"E 131.14'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

01/25/2024

PARCEL 13E

0.2577 ACRES
11,224 Sq. Ft.

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

△	CALCULATED POINT
◬	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
——— - ·	SURVEY LINE

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 01/25/2024

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

01/25/2024

PARCEL 13E

0.2577 ACRES
11,224 Sq. Ft.

EXHIBIT " B"

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168284
ISSUED: DECEMBER 6, 2022
EFFECTIVE DATE: NOVEMBER 28, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR.THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2017014139, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.10, 10,11 THROUGH 10.17 ARE NOT A SURVEY MATTER.

10: 1. A FLOWAGE EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 514 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
2. A RIGHT-OF-WAY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 518 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
3. A DRAINAGE DITCH EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 525 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
4. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 826, PAGE 333 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT PARTIAL RELEASE AND RATIFICATION OF RIGHT OF WAY AND PIPELINE EASEMENT RECORDED IN DOCUMENT NO. 2008036253, AS CORRECTED IN DOCUMENT NO. 2008051479, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
5. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 939, PAGE 271 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION)
6. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 939, PAGE 306 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
7. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 9743610 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS RECORDED IN DOCUMENT NO. 2014076202, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
8. A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO WILLIAMSON COUNTY AS DESCRIBED IN DOCUMENT NO. 2004032993 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
9. AN ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2018079583 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

01/25/2024

PARCEL 13E

0.2577 ACRES
11,224 Sq. Ft.

SCALE	PROJECT	COUNTY	SHEET
1" = 100'	RONALD REAGAN	WILLIAMSON	SHEET 6 OF 6

EXHIBIT "C"

WATER LINE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

This Water Line Easement Agreement (this "Agreement") is made on the _____ day of _____, 20___, at Georgetown, Texas, between _____, a _____, whose address is _____ (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.

4. The duration of the Easement is perpetual.

5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

SAMPLE FORM

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.

7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

SAMPLE FORM

GRANTOR:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 20___, by _____, _____ of _____.

_____

Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas
home-rule municipal corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 20__, by _____, _____ of City of Georgetown, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
_____, Assistant City Attorney

SAMPLE FORM

AFTER RECORDING, RETURN TO GRANTEE:
City of Georgetown
Attn: Real Estate Services
P.O. Box 409
Georgetown, Texas 78627

EXHIBIT "D"

Parcel 13

DONATION DEED
Ronald Reagan Boulevard Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CITY OF LIBERTY HILL, TEXAS, a Type-A general law municipality,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.4714-acre (20,534 square foot) parcel of land out of the B. Manlove Survey, Abstract No. 417 in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof. (**Parcel 13**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature on following page]

GRANTOR:

CITY OF LIBERTY HILL, TEXAS

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

County: Williamson
Parcel: 13 – City of Liberty Hill
Highway: Ronald Reagan Boulevard

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4714 OF ONE ACRE (20,534 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.40 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CITY OF LIBERTY HILL, RECORDED IN DOCUMENT NO. 2017014139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.4714 OF ONE ACRE (20,534 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 47.22 feet Left of Ronald Reagan Baseline Station 2537+49.92 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,216,627.06, E=3,080,135.95), being in the South line of said 6.40 acre tract and the North line of a called 87.066 acre tract of land described as Tract Two in a Special Warranty Deed to the Santa Rita Investments, LTD, recorded in Document No. 2021148213 of said O.P.R.W.C.T., from with a 1/2-inch rebar with cap stamped "CBD SETSTONE" found for the Southwest corner of said 6.40 acre tract and a common corner of said 87.066 acre tract, bears North 88°27'20" West a distance of 459.85 feet;

THENCE with the proposed West ROW line of said Ronald Reagan Boulevard over and across said 6.40 acre tract, the following three (3) courses and distance:

1) **North 01°53'34" West** a distance of **329.69** feet a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 49.15 feet Left of Ronald Reagan Baseline Station 2540+80.19;

2) **North 03°04'53" East** a distance of **100.41** feet a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 39.50 feet Left of Ronald Reagan Baseline Station 2541+80.61;

3) Along a curve to the **Left** having a radius of **9,360.50** feet, an arc length of **131.14** feet, a delta angle of **00°48'10"**, and a chord which bears **North 03°08'19" West** a distance of **131.14** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 39.50 feet Left of Ronald Reagan Baseline Station 2543+12.30 in the North line of said 6.40 acre tract and the common South line of a called 17.50 acre tract of land described as Tract 3 in a Correction Special Warranty Deed to Santa Rita Commercial, LLC;

4) **THENCE** with the common line of said 6.40 acre tract and said 17.50 acre tract, **North 88°20'43" East** a distance of **15.90** feet to a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Northeast corner of said 6.40 acre tract and the common Southeast corner of said 17.50 acre tract, also being in the existing West ROW line of said Ronald Reagan Boulevard;

County: Williamson
Parcel: 13 – City of Liberty Hill
Highway: Ronald Reagan Boulevard

THENCE with the common line of said 6.40 acre tract and existing West ROW line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

5) Along a curve to the **Right** having a radius of **8,375.00** feet, an arc length of **267.39** feet, a delta angle of **01°49'45"**, and a chord which bears **South 03°04'18" East** a distance of **267.38** feet to a 1/2-inch rebar with cap stamped "HAYNIE CONSULTING" found;

6) **North 87°50'37" East** a distance of **25.00** feet to a 1/2-inch rebar with cap stamped "RJ SURVEYING" found;

7) Along a curve to the **Right** having a radius of **8,400.00** feet, an arc length of **92.12** feet, a delta angle of **00°37'42"**, and a chord which bears **South 01°50'35" East** a distance of **92.12** feet to a 1/2-inch rebar with cap stamped "PBS&J" found;

8) **South 01°31'44" East** a distance of **201.75** feet to a 1/2-inch rebar with cap stamped "CBD SETSTONE" found for the Southeast corner of said 6.04 acre tract and the common Northeast corner of said 87.066 acre tract;

County: Williamson
Parcel: 13 – City of Liberty Hill
Highway: Ronald Reagan Boulevard

9) **THENCE** with the common line of said 6.04 acre tract and said 87.066 acre tract, **South 88°27'20" West** a distance of **50.89** feet to the **POINT OF BEGINNING**, containing 0.4714 of one acre (20,533 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

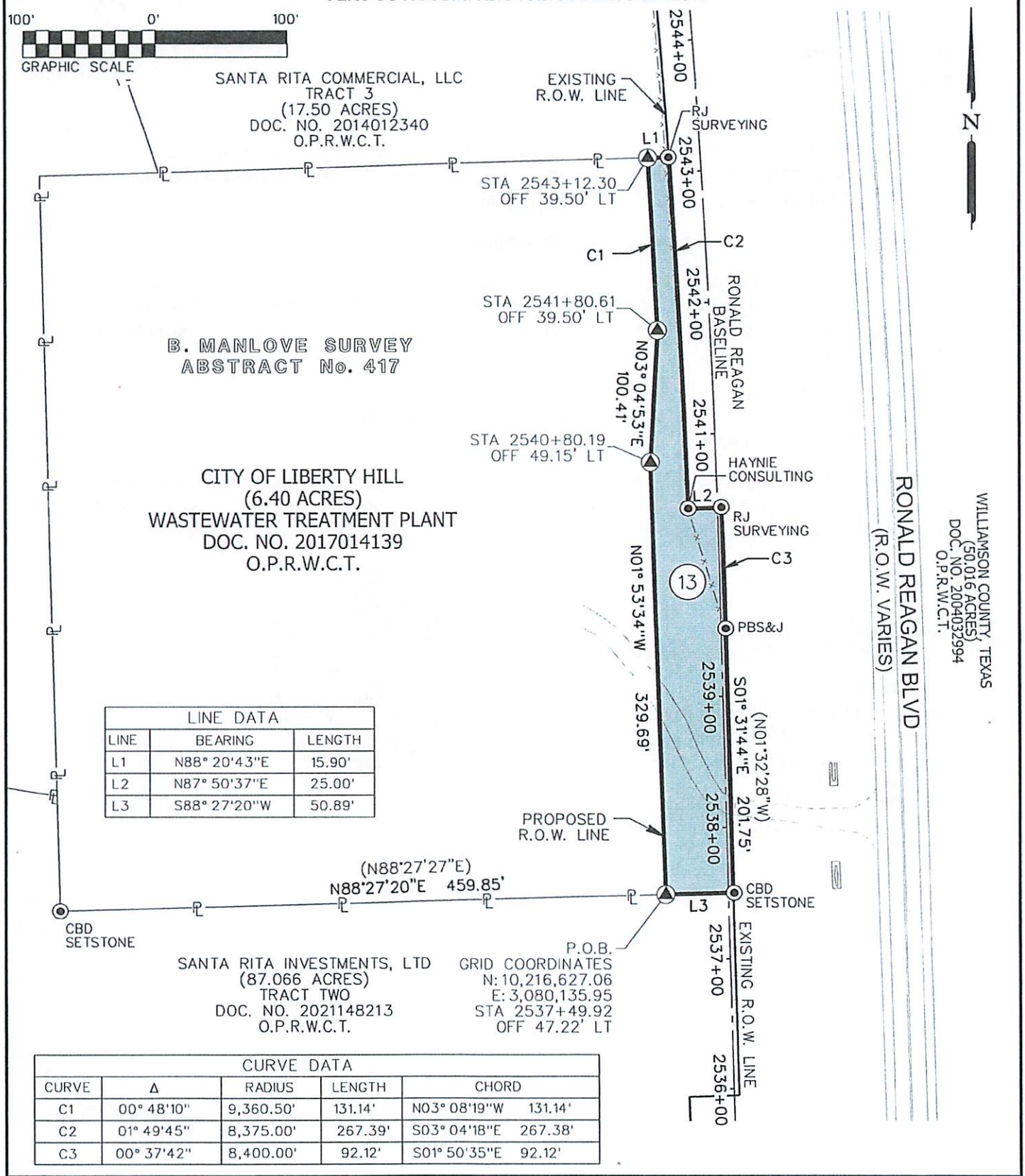
Frank W Funk 03/31/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



EXHIBIT **A-1**

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	N88° 20'43"E	15.90'
L2	N87° 50'37"E	25.00'
L3	S88° 27'20"W	50.89'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 48'10"	9,360.50'	131.14'	N03° 08'19"W 131.14'
C2	01° 49'45"	8,375.00'	267.39'	S03° 04'18"E 267.38'
C3	00° 37'42"	8,400.00'	92.12'	S01° 50'35"E 92.12'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

10/28/2022

PARCEL 13

0.4714 ACRES
20,534 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT "A-1"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

△	CALCULATED POINT
⊛	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
——— - ·	SURVEY LINE

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W. Funk 03/31/2023
FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 13
0.4714 ACRES
20,534 Sq. Ft.
SHEET 5 OF 6

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168284
ISSUED: DECEMBER 6, 2022
EFFECTIVE DATE: NOVEMBER 28, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR.THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2017014139, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.10, 10,11 THROUGH 10.17 ARE NOT A SURVEY MATTER.

10: 1. A FLOWAGE EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 514 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
2. A RIGHT-OF-WAY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 518 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
3. A DRAINAGE DITCH EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 525 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
4. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 826, PAGE 333 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT PARTIAL RELEASE AND RATIFICATION OF RIGHT OF WAY AND PIPELINE EASEMENT RECORDED IN DOCUMENT NO. 2008036253, AS CORRECTED IN DOCUMENT NO. 2008051479, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
5. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 939, PAGE 271 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION)
6. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 939, PAGE 306 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
7. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 9743610 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS RECORDED IN DOCUMENT NO. 2014076202, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
8. A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO WILLIAMSON COUNTY AS DESCRIBED IN DOCUMENT NO. 2004032993 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
9. AN ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2018079583 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)

18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 13
0.4714 ACRES
20,534 Sq. Ft.
SHEET 6 OF 6

EXHIBIT "E"

County: Williamson
Parcel: 13 TCE – City of Liberty Hill
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0074 OF ONE ACRE (322 SQUARE FEET) PARCEL OF LAND SITUATED IN THE IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.40 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO THE CITY OF LIBERTY HILL, RECORDED IN DOCUMENT NO. 2017014139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0074 OF ONE ACRE (322 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Calculated Point 48.19 feet Left of Ronald Reagan Baseline Station 2538+73.58 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,216,750.65, E=3,080,131.86), from which a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the South line of said 6.40 acre tract and the North line of a called 87.066 acre tract of land described as Tract Two in a Special Warranty Deed to the Santa Rita Investments, LTD, recorded in Document No. 2021148213 of said O.P.R.W.C.T., bears South 01°53'34" East a distance of 123.66 feet;

THENCE over and across said 6.40 acre tract, the following two (2) courses and distance:

1) **North 31°26'30" West** a distance of **33.70** feet a Calculated Point, 65.04 feet Left of Ronald Reagan Baseline Station 2539+02.76;

2) **North 58°33'34" East** a distance of **19.10** feet a Calculated Point, 48.49 feet Left of Ronald Reagan Baseline Station 2539+12.31 in the proposed West ROW line of said Ronald Reagan Boulevard;

County: Williamson
Parcel: 13 TCE – City of Liberty Hill
Highway: Ronald Reagan Boulevard

3) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard over and across said 6.40 acre tract, **South 01°53'34" East** a distance of **38.73** feet to the **POINT OF BEGINNING**, containing 0.0074 of one acre (322 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

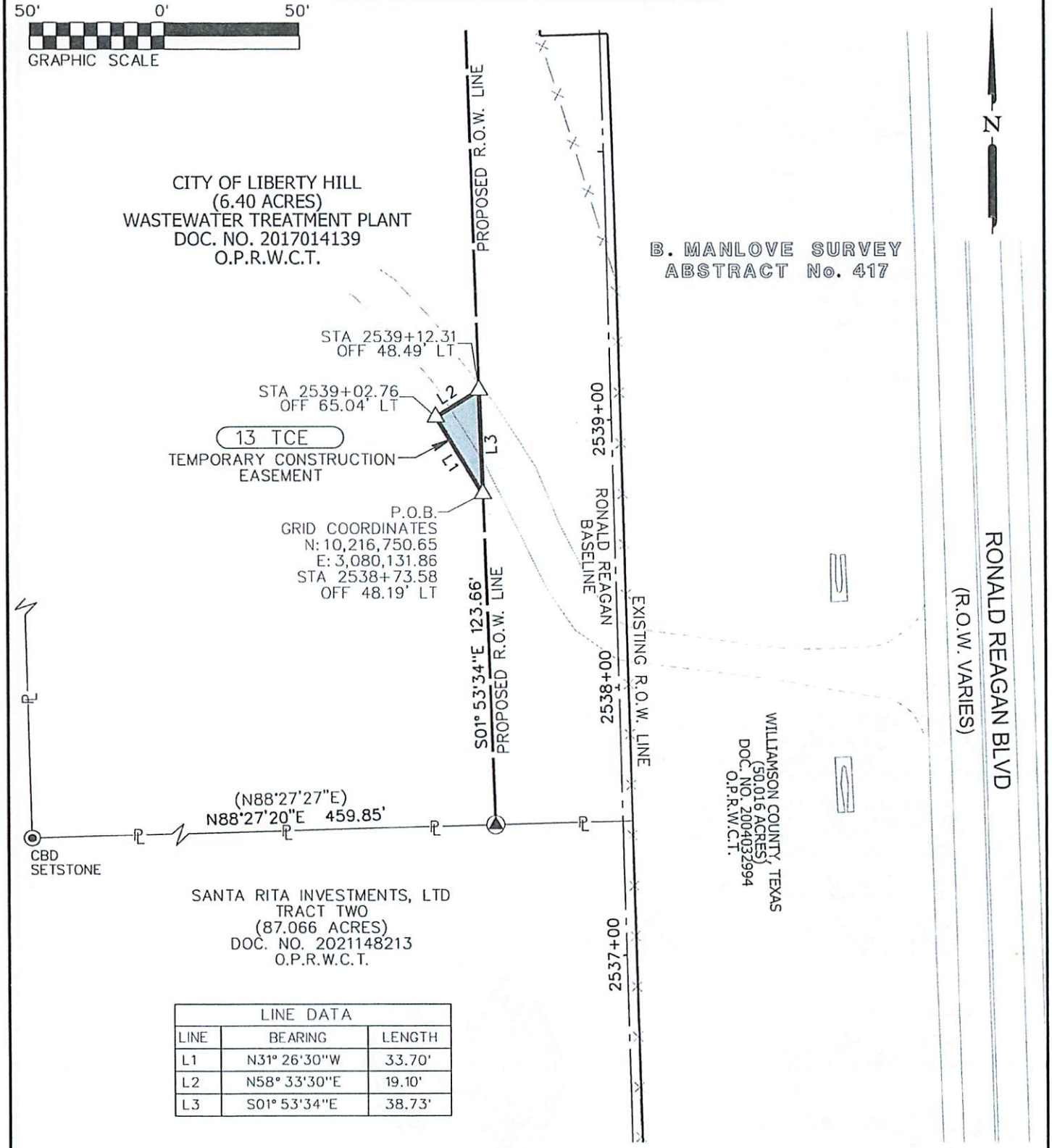
Frank W. Funk 03/31/2023



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LINE DATA		
LINE	BEARING	LENGTH
L1	N31° 26'30"W	33.70'
L2	N58° 33'30"E	19.10'
L3	S01° 53'34"E	38.73'

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

10/28/2022

PARCEL
13 TCE

0.0074 ACRES
322 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
——— - -	SURVEY LINE

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 03/31/2023

FRANK W. FUNK DATE
RPLS 6803



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL
13 TCE
0.0074 ACRES
322 Sq. Ft.
SHEET 4 OF 5

EXHIBIT " "

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168284
ISSUED: DECEMBER 6, 2022
EFFECTIVE DATE: NOVEMBER 28, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR.THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN INSTRUMENT NO. 2017014139, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.10, 10.11 THROUGH 10.17 ARE NOT A SURVEY MATTER.

10: 1. A FLOWAGE EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 514 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)
2. A RIGHT-OF-WAY EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 518 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
3. A DRAINAGE DITCH EASEMENT GRANTED TO THE UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 582, PAGE 525 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
4. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 826, PAGE 333 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT PARTIAL RELEASE AND RATIFICATION OF RIGHT OF WAY AND PIPELINE EASEMENT RECORDED IN DOCUMENT NO. 2008036253, AS CORRECTED IN DOCUMENT NO. 2008051479, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
5. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 939, PAGE 271 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON DESCRIPTION)
6. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 939, PAGE 306 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
7. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 9743610 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT SPECIAL WARRANTY DEED AND ASSIGNMENT OF EASEMENTS RECORDED IN DOCUMENT NO. 2014076202, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
8. A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO WILLIAMSON COUNTY AS DESCRIBED IN DOCUMENT NO. 2004032993 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(DOES NOT AFFECT)
9. AN ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2018079583 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - BLANKET IN TYPE)
18. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)(NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

CITY OF LIBERTY HILL

SCALE	PROJECT	COUNTY
1" = 50'	RONALD REAGAN	WILLIAMSON

10/28/2022
PARCEL 13 TCE
0.0074 ACRES
322 Sq. Ft.
SHEET 5 OF 5

Meeting Date: 04/09/2024

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:07 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 05:03 PM
Final Approval Date: 04/04/2024		

Commissioners Court - Regular Session **72.**

Meeting Date: 04/09/2024

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 Mellencamp
b) Project Glee
c) Project Skyfall
d) Project Stamper
e) Project Soul Train
f) Project Dragon
g) Project School Bus

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	04/04/2024 09:08 AM
Form Started By: Charlie Crossfield		Started On: 04/03/2024 05:04 PM
Final Approval Date: 04/04/2024		