

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**Commissioners Courtroom**  
**710 S. Main Street, Georgetown**  
**September 17, 2024**  
**9:30 A.M.**

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

1. Review and approval of minutes.
  
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
 ( Items 3 – 34 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0425.004120	Competency hearings	\$50,000.00
From	0100.0425.004136	Other/MH Cases / Court Appt	\$5,000.00
From	0100.0425.004141	Interpreters	\$5,000.00
To	0100.0425.004134	Misdemeanor Court Appt	\$60,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004415	Vehicle Ins Deductible	\$790.56

To	0100.0475.004541	Vehicle Repairs & Maint	\$790.56
----	------------------	-------------------------	----------

5. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0553.003004	Ammunition	\$1,500.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$1,500.00
From	0100.0553.003002	Vehicle Equipment	\$4,000.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$4,000.00
From	0100.0553.003008	Law Enforcement Equipment	\$3,000.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$3,000.00
From	0100.0553.004350	Printed Materials & Binding	\$1,700.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$1,700.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0409.004998	Non-Departmental/Contingencies	\$36,000
FROM	0100.0453.004192	JP#3/Transportation-Autopsies	\$4,000
TO	0100.0453.004190	JP#3/Autopsies, Med Inquests	\$40,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0540.004410	Bond Premiums	\$7,000.00
To	0100.0540.004541	Vehicle Repairs	\$7,000.00

8. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0402.004311	Advertising - General	\$523.25
To	0100.0402.003900	Membership Dues	\$523.25

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

### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003102	Safety Supplies	\$2,500.00
To	0100.0509.003001	Tools & Equipment < \$5,000	\$2,500.00

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of August 2024 for the Williamson County Tax Assessor/Collector.
  
11. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer pursuant to Texas Local Government Code 263.152.
  
12. Acknowledge an increase to the Williamson County Sheriff's Office Imprest Fund Balance from \$5,000 to \$10,000.
  
13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, August 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
  
14. Discuss, consider, and take appropriate action to approve Justice of the Peace, Pct 3, August 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
  
15. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Traffic control & security during various church services in Round Rock)
  
16. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Greater Round Rock West Neighborhood Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Traffic Control)
  
17. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Security for ATM refills in Williamson County)
  
18. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to participate in the Pet Adoption Extravaganza.
  
19. Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.
  
20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for RFP Pet Health Insurance for the Animal Shelter under RFP #24RFP73.

21. Discuss, consider, and take appropriate action on approving the agreement #2024297 between Williamson County and CTI Conference Technologies, Inc. to provide an Audio Visual upgrade to the County Judge's Conference room, in the amount of \$10,493.71 pursuant to TIPS cooperative contract #230901 and authorizing the execution of the agreement.
22. Discuss, consider and take appropriate action on approving the license extension for CivicPlus Chatbot subscription, CivicPlus, LLC in the amount of \$19,748.54 and authorizing the execution of the document.
23. Discuss, consider, and take appropriate action on authorizing the Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior U.S. Geological Survey (USGS) and Williamson County, in the amount of Forty-Nine Thousand, Three Hundred Dollars \$49,300.00, and execution of the agreement.
24. Discuss, consider, and take appropriate action on authorizing the purchase #2024305 between Governmentjobs.com, Inc dba NEOGOV, and Williamson County for Single Sign On Subscription, in the amount of Six Thousand, One Hundred and Two Dollars (\$6,102.00) and execution of the agreement.
25. Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle and Equipment Repairs") (i.e. those not covered by insurance coverage and that are paid for from County Funds) for FY24/25 based on criteria and definitions provided by the Williamson County Purchasing Agent.
26. Discuss, consider and take appropriate action on approving an annual exemption of utility expenditures from competitive bidding requirements in accordance with Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C ) electric power, gas, water, and other utility services.
27. Discuss, consider, and take appropriate action on awarding RFP #24RFP66 Lease of Commercial Property: 1500 CR 269, Leander, Texas to George Butler Associates, Inc., and authorize the execution of the agreement.
28. Discuss, consider, and take appropriate action on formally closing out and not awarding IFB #24IFB64 CR 200 Milling and Overlay, due to project timeline and constraints posed by the current fiscal year.
29. Discuss, consider and take appropriate action on Change Order No 2 to contract number 23IFB98 in the amount of (\$3,700.36) for South San Gabriel Ranches Subdivision Road and Drainage Improvements. Funding source: P489.
30. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of North Fork MUD.

31. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Lakshmi MUD No. 1.
32. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Spoons Ranch subdivision – Precinct 2.
33. Discuss, consider and take appropriate action on approval of the preliminary plat for the Replat of Lots 20, 21, and 22 of section 3 of the Lost River Ranches subdivision – Precinct 3.
34. Discuss, consider and take appropriate action on approval of the preliminary plat for the Meadows Addition subdivision – Precinct 4.

## **REGULAR AGENDA**

35. Discuss, consider, and take appropriate action on a proclamation recognizing September 2024 as Community Action Month in recognition of the 60 years of dedication and service to our community by Opportunities for Williamson & Burnet Counties.
36. 9:30AM Hold Public Hearing on the plan for the preservation and restoration of the County Clerk's Records Archive for 2024-2025.
37. Discuss and take appropriate action on the plan for and the funding of the preservation and restoration of the County Clerk's Records Archive Plan 2024-2025
38. Discuss, consider and take appropriate action on the re-appointment of David Singleton to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors for a two-year (2) term commencing on January 1, 2024, and ending on December 31, 2025.
39. Discuss, consider and take appropriate action on a Resolution Approving the Capital Area Housing Finance Corporation's Assignment of Private Activity Bond Authority to Texas Department Of Housing And Community Affairs.
40. Discuss, consider and take appropriate action on an exception to policy for position changes for Constable 2 Office
41. Discuss, consider, and take appropriate action on Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervision Alternatives; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

42. Discuss, consider, and take appropriate action on Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).
43. Discuss, consider, and take appropriate action on Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poentizsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).
44. Discuss, consider, and take appropriate action on awarding RFP #24RFP65 for Payroll Services for Temporary Labor for the Elections Administration to the overall best respondent, Openwork LLC. and authorizing the execution of the agreement.
45. Discuss, consider, and take appropriate action on approving purchase #2024298 between Williamson County and Election Systems & Software for the amount of \$467,725.00 pursuant to BuyBoard #710-23 and authorizing the execution of the purchase for FY 2024.
46. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) Bid Package 01 – Fence & Gate with awarded RFP #23RFP93 Construction Manager at Risk (CMAR) for the Justice Complex Improvements Project, J.T. Vaughn Construction, LLC, in the amount of Six hundred forty-six thousand one hundred eighty-four Dollars (\$646,184.00) and authorize the execution of the GMP between J.T. Vaughn Construction, LLC, and Williamson County. The funding source is P476.
47. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) Bid Package #2 - Master Plan - Phases 1 & 2 with awarded RFP #22RFP135 Construction Manager at Risk (CMAR) for the Williamson County Juvenile Justice Center Addition to SpawGlass Contractors, Inc., in the amount of Seventy-Eight Million Eighty-Seven Thousand Five Hundred Sixty-Six Dollars (\$78,087,566.00) and authorize the execution of the GMP between SpawGlass Contractors, Inc., and Williamson County. The funding source is P578.
48. Discuss, consider, and take appropriate action on authorizing the renewal of contract #22RFP32, Overhead Door Annual Preventative Maintenance, renewal term #1, for the same terms and conditions as the existing contract, but with additional items added to the contract, per attached documentation, with Vendor The Door Company, for a 12-month term beginning October 1, 2024 through September 30, 2025.
49. Discuss, consider, and take appropriate action on approving an emergency purchase for Jail Central Control Upgrade, with Securitas Technology Corporation, and exempting the purchase from the competitive bidding requirements as per Texas Local Government Code Section 262.024 (a)(2) [an item necessary to preserve or protect the public health or safety of the residents of the county] and authorizing the execution of the agreement.
50. Receive and acknowledge approval of Change Orders No.7, 8, and 9 from The Roof Company for the Central Texas Treatment Center (CTTC) Storm Repair for time extensions only on each Change Order to complete repairs, which was approved by Williamson County Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

51. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and Reliance Architecture, LLC, being dated December 20th, 2022, relating to the Justice Center North Roof Replacement.
52. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and Reliance Architecture, LLC. being dated December 20th, 2022, relating to the Jail North Roof Replacement.
53. Receive and acknowledge approval of Change Order No. 1 from Aggieland Construction for the Processing Room Ventilation Project in the amount of \$1,200, which was approved by Williamson County Facilities Project Manager, Thomas Crockett pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
54. Receive the September 2024 Construction Summary Report and PowerPoint Presentation
55. Discuss, consider, and take appropriate action on purchase contract #2024292 for Williamson County Fleet Vehicles with Lake Country Chevrolet, Inc. for a total amount of \$6,342,164.03 through TIPS cooperative contracts #210907 and #240102.
56. Discuss, consider, and take appropriate action on purchase contract #2024291 for Williamson County Fleet Vehicles with Silsbee Ford, Inc. for a total amount of \$104,511.75 through TIPS cooperative contracts #210907 and 240102.
57. Discuss, consider, and take appropriate action on purchase contract #2024293 for Williamson County Fleet Vehicles with Donalson CDJR, LLC for a total amount of \$358,504.09 through TIPS cooperative contracts #210907 and 240102.
58. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Alliance Transportation Group Inc. (the Assignor) to Alliance Transportation Group LLC (the Assignee) for Design Engineering Services for Small Drainage and Small Roadway Projects. Road and Bridge/County Engineer regarding the execution of the Consent to Assignment is also to be considered.
59. Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to Alliance Transportation Group, LLC, in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source is Road Bonds.
60. Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to HDR Engineering, Inc., in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

61. Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to Kimley- Horn and Associates, Inc., in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.
62. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the Corridor J, Segment 3 from SH 195 to US 183 contract between Williamson County and Halff Associates, Inc. relating to the LRTP Corridor Program.  
Project: P586 Fund Source: Corridor
63. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Hillwood Enterprises, LP, M&RFF, LLC and the proposed Williamson County Municipal Utility District No. 41.
64. Discuss, consider and take appropriate action on a relocation claim for moving expenses with Larry Kemp for personal property required to be moved as a result of the right of way acquisition for the CR 255 project (Parcel 52). Funding Source: TANS P588
65. Discuss, consider and take appropriate action on a real estate contract with Texas Margarita's Inc. to acquire 0.176 AC required as right of way on the Seward Junction N Loop project (Parcel 1).  
Funding Source: TANS P588
66. Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.
67. Discuss, consider and take appropriate action on the Budget Policy document for FY25.
68. Discuss, consider and take appropriate action on the following 2024-2025 budgets:
  - 0340 Tobacco Fund
  - 0350 Law Library Fund
  - 0364 Pretrial Intervention Program Fund
  - 0374 County and District Court Technology Fund
  - 0376 Surplus Elections Contract Fund
  - 0385 Records Management and Preservation Fund - County Clerk
  - 0386 Records Management and Preservation Fund - District Clerk
  - 0387 Records Technology Fund - District Clerk
  - 0388 Court Records Preservation Fund
  - 0390 Countywide Records Management and Preservation Fund
  - 0507 Radio Communication System Fund
  - 0545 Regional Animal Shelter Fund
  - 0546 Regional Animal Shelter Donation Fund
  - 0840 Risk Fund
  - 0882 Fleet Maintenance Fund

69. Discuss, consider and acknowledge the following 2024-2025 budgets:

0355 Court Reporter Service Fund  
0360 Courthouse Security Fund  
0361 Justice of the Peace Security Fund  
0367 Justice of the Peace, Precinct #3 Local Youth Diversion Fund  
0368 Justice of the Peace, Precinct #2 Local Youth Diversion Fund  
0369 Justice of the Peace, Precinct #4 Local Youth Diversion Fund  
0370 Alternate Dispute Resolution Fund  
0372 Justice Court Technology Fund  
0373 Justice of the Peace, Precinct #1 Local Youth Diversion Fund  
0380 Judicial Education Probate Court Fund

70. Discuss, consider and take appropriate action on projects and budgets for the 2025 Capital Improvement Program as well as moving remaining project selection to a meeting(s) in November of 2025.

71. Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

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

72. 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 the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.

- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

**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

**73. 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 Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady
- e) Project History

**74. 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. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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
16. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480<sup>th</sup> Judicial District Court; Williamson County, Texas
18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425<sup>th</sup> Judicial District Court of Williamson County, Texas
19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26<sup>th</sup> Judicial District Court of Williamson County, Texas

**c. Administrative Complaints:**

**d. Claims:**

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

**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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

- 75.** 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).

76. 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).
77. 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)

78. Discuss and take appropriate action concerning economic development.
79. Discuss and take appropriate action concerning real estate.
80. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a. General:**
1. Litigation or claims or potential litigation or claims against the County or by the County
  2. Status Update-Pending Cases or Claims
  3. Employee/personnel related matters
  4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- b. Litigation:**
1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
  2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
  3. Civil Action No. 1:21-cv-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. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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
16. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480<sup>th</sup> Judicial District Court; Williamson County, Texas
18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425<sup>th</sup> Judicial District Court of Williamson County, Texas
19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26<sup>th</sup> Judicial District Court of Williamson County, Texas

**c. Administrative Complaints:**

**d. Claims:**

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

**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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

81. 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.
82. Comments from Commissioners.
83. 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 Gravel, 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 12th day of September 2024 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session**

**3.**

**Meeting Date:** 09/17/2024

Line Item Transfer for the County Courts at Law

**Submitted By:** Sharrion Threadgill, County Court At Law #4

**Department:** County Court At Law #4

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Courts at Law

**Background**

Additional funds are needed for the court-appointed misdemeanor court appointments for FY23/24

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0425.004120	Competency hearings	\$50,000.00
From	0100.0425.004136	Other/MH Cases / Court Appt	\$5,000.00
From	0100.0425.004141	Interpreters	\$5,000.00
To	0100.0425.004134	Misdemeanor Court Appt	\$60,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/12/2024 10:26 AM

09/12/2024 11:52 AM

Started On: 09/12/2024 09:25 AM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 09/17/2024

Line Item Transfer

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

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

**Background**

This item is being requested to cover remaining costs for this FY.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.004415	Vehicle Ins Deductible	\$790.56
To	0100.0475.004541	Vehicle Repairs & Maint	\$790.56

---

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/12/2024 08:24 AM

09/12/2024 09:20 AM

Started On: 09/12/2024 07:53 AM

**Commissioners Court - Regular Session**

5.

**Meeting Date:** 09/17/2024

Line Item Transfer for Constable 3

**Submitted For:** Patrick Hurley

**Submitted By:** Patrick Hurley, Constable Pct. #3

**Department:** Constable Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

**Background**

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0553.003004	Ammunition	\$1,500.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$1,500.00
From	0100.0553.003002	Vehicle Equipment	\$4,000.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$4,000.00
From	0100.0553.003008	Law Enforcement Equipment	\$3,000.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$3,000.00
From	0100.0553.004350	Printed Materials & Binding	\$1,700.00
To	0100.0553.004541	Vehicle Repairs & Maint	\$1,700.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Patrick Hurley

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/09/2024 10:57 AM

09/12/2024 09:20 AM

Started On: 09/06/2024 03:03 PM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 09/17/2024

Line Item Transfer

**Submitted For:** Ashlie Holladay

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Due to more autopsies than anticipated, the department is short on funds in the autopsy line. They are transferring \$4K out of their transport line to assist in covering this shortfall. Unfortunately, no other funds are available to transfer from the departmental budget, and contingency funds in Non-Departmental are needed.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
FROM	0100.0409.004998	Non-Departmental/Contingencies	\$36,000
FROM	0100.0453.004192	JP#3/Transportation-Autopsies	\$4,000
TO	0100.0453.004190	JP#3/Autopsies, Med Inquests	\$40,000

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 09/11/2024

**Reviewed By**

Becky Pruitt

**Date**

09/11/2024 12:20 PM

Started On: 09/11/2024 11:34 AM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 09/17/2024

Vehicle Repair LIT

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Line item transfer to cover costs for vehicle repairs.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0540.004410	Bond Premiums	\$7,000.00
To	0100.0540.004541	Vehicle Repairs	\$7,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/09/2024 10:55 AM

09/12/2024 09:20 AM

Started On: 09/06/2024 07:23 AM

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 09/17/2024

LIT

**Submitted For:** Rebecca Clemons

**Submitted By:** Rebecca Clemons, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This transfer will cover two additional membership dues needed.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0402.004311	Advertising - General	\$523.25
To	0100.0402.003900	Membership Dues	\$523.25

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Rebecca Clemons

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/10/2024 04:37 PM

09/12/2024 09:20 AM

Started On: 09/10/2024 02:03 PM

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 09/17/2024

Line Item Transfer

**Submitted For:** Dale Butler

**Submitted By:** Gina Wrehsnig, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Need additional funds for the remainder of the FY for Tools & Equipment.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0509.003102	Safety Supplies	\$2,500.00
To	0100.0509.003001	Tools & Equipment < \$5,000	\$2,500.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

09/12/2024 08:23 AM

09/12/2024 09:20 AM

Started On: 09/12/2024 07:33 AM

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 09/17/2024

Property Tax Collections – August 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 collections for the month of August 2024 for the Williamson County Tax Assessor/Collector.

**Background**

**Fiscal Impact**

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

**Attachments**

080124-083124 GWI-RFM graph

080124-083124 GWI-RFM

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

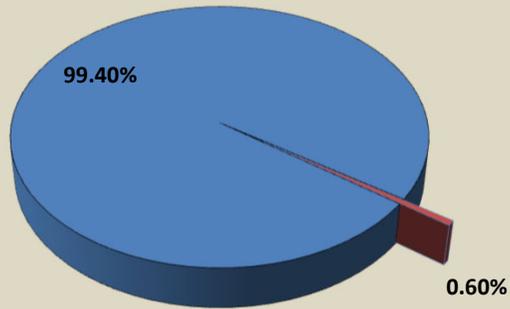
09/12/2024 10:23 AM

Started On: 09/12/2024 09:34 AM

### Year to Date Collection Report Thru August 2024

■ YTD Collected ■ YTD Uncollected

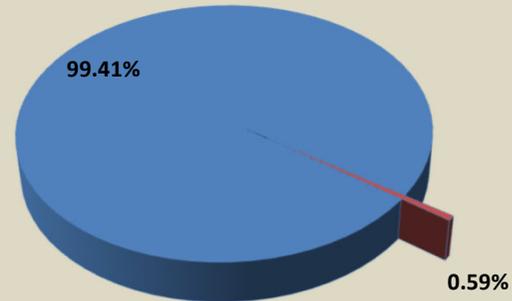
**GWI**



### Year to Date Collection Report Thru August 2024

■ YTD Collected ■ YTD Uncollected

**RFM**



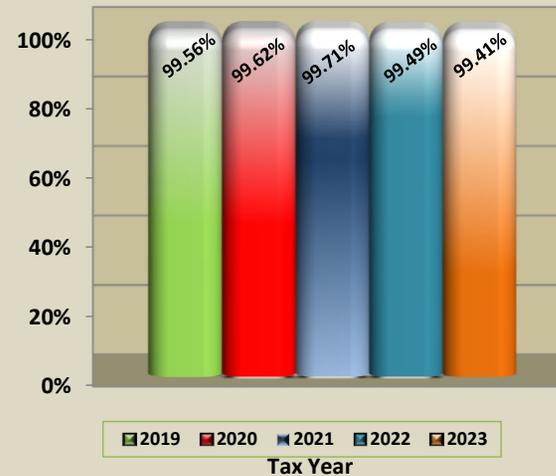
### Percent of Roll Collected Comparison 2019-2023

**GWI**



### Percent of Roll Collected Comparison 2019-2023

**RFM**



**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**August 31, 2024**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$403,525,495.47	(\$2,710,197.69)	\$400,815,297.78	\$30,002.71	\$69,827.51	\$174.24	\$2,403,529.78	\$398,411,768.00	99.40%	99.63%	99.61%
2022 & Prior	\$3,194,048.95	(\$2,194,848.01)	\$999,200.94	(\$221,487.70)	\$4,992.41	\$1,053.20	\$2,122,060.84	(\$1,122,859.90)	-112.38%	-89.48%	
Rollbacks	\$181,596.33	\$1,176,436.82	\$1,358,033.15	\$17,575.82	\$294.29	(\$0.01)	\$571,372.20	\$786,660.95	57.93%	58.40%	
<b>Total All</b>	<b>\$406,901,140.75</b>	<b>(\$3,728,608.88)</b>	<b>\$403,172,531.87</b>	<b>(\$173,909.17)</b>	<b>\$75,114.21</b>	<b>\$1,227.43</b>	<b>\$5,096,962.82</b>	<b>\$398,075,569.05</b>	<b>98.74%</b>	<b>99.03%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	\$54,524,654.28	(\$288,543.89)	\$54,236,110.39	\$8,738.24	\$9,399.03	\$23.20	\$321,285.64	\$53,914,824.75	99.41%	99.64%	99.65%
2022 & Prior	\$323,679.16	(\$211,844.69)	\$111,834.47	(\$22,316.43)	\$576.71	\$104.81	\$209,366.91	(\$97,532.44)	-87.21%	-66.13%	
Rollbacks	\$18,172.81	\$118,753.06	\$136,925.87	\$1,806.54	\$28.74	\$0.00	\$58,307.96	\$78,617.91	57.42%	57.89%	
<b>Total All</b>	<b>\$54,866,506.25</b>	<b>(\$381,635.52)</b>	<b>\$54,484,870.73</b>	<b>(\$11,771.65)</b>	<b>\$10,004.48</b>	<b>\$128.01</b>	<b>\$588,960.51</b>	<b>\$53,895,910.22</b>	<b>98.92%</b>	<b>99.20%</b>	

2023 COMBINED MONTHLY BREAKDOWN

Oct-23	\$461,767,647.00	\$241,640.03	\$462,009,287.03	\$6,172,280.07	\$62,789.21	\$870.55	\$455,836,136.41	\$6,173,150.62			
Nov-23	\$462,009,287.03	(\$446,296.74)	\$461,562,990.29	\$19,998,907.39	\$29,954.25	\$3,454.10	\$435,387,478.18	\$26,175,512.11			
Dec-23	\$461,562,990.29	(\$748,752.80)	\$460,814,237.49	\$237,059,106.00	\$31,084.46	\$230.69	\$197,579,388.69	\$263,234,848.80			
Jan-24	\$460,814,237.49	(\$429,437.96)	\$460,384,799.53	\$173,462,601.19	\$25,578.31	\$2,223.81	\$23,685,125.73	\$436,699,673.80			
Feb-24	\$460,384,799.53	(\$358,815.82)	\$460,025,983.71	\$8,303,827.40	\$363,668.65	(\$169,533.86)	\$15,192,016.37	\$444,833,967.34			
Mar-24	\$460,025,983.71	(\$552,782.67)	\$459,473,201.04	\$2,994,744.09	\$214,641.45	\$60.69	\$11,644,428.92	\$447,828,772.12			
Apr-24	\$459,473,201.04	(\$375,577.90)	\$459,097,623.14	\$1,004,585.18	\$155,474.02	\$2,713.02	\$10,261,552.82	\$448,836,070.32			
May-24	\$459,097,623.14	\$14,242.16	\$459,111,865.30	\$1,478,292.83	\$113,189.82	\$3,918.55	\$8,793,583.60	\$450,318,281.70			
Jun-24	\$459,111,865.30	(\$362,078.89)	\$458,749,786.41	\$673,092.32	\$122,979.28	\$3,956.67	\$7,754,455.72	\$450,995,330.69			
Jul-24	\$458,749,786.41	(\$436,216.44)	\$458,313,569.97	\$1,158,683.94	\$118,908.40	\$1,790.02	\$6,157,765.32	\$452,155,804.65			
Aug-24	\$458,313,569.97	(\$656,167.37)	\$457,657,402.60	(\$185,680.82)	\$85,118.69	\$1,355.44	\$5,685,923.33	\$451,971,479.27			

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 09/17/2024

VSC Asset for Transfer

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer pursuant to Texas Local Government Code 263.152.

**Background**

Please see the attachment for details.

**Fiscal Impact**

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

**Attachments**

VSC Asset for Transfer August Report

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Koren Shannon  
 Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

09/12/2024 04:38 AM  
 09/12/2024 08:16 AM  
 Started On: 09/11/2024 02:29 PM

## Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1GNLC2E02DR242421
Make	Chevrolet
Model	Tahoe
Year	2013
License Plate	1148453
Equipment Unit Number	EB1313
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
Department Authorized Signer	Kevin Teller
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kevin Teller 7/18/2024 11:56 AM 1.0
Receiving Department	542 - Hazmat
Receiving Department Authorized Signer	Hank Jones
Receiving Department Signature	✔ Hank Jones 7/25/2024 3:15 PM
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 7/19/2024 8:49 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/2/2024 8:18 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 8/28/2024 8:22 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 8/28/2024 8:37 AM
Purchasing Department Signature	✔ Koren Shannon 8/30/2024 11:59 AM
Enter Agenda Date:	9/10/2024

## Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1FM5K8AR8HGB92939
Make	Ford
Model	Explorer PIU
Year	2017
License Plate	1336398
Equipment Unit Number	9B1754
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	581 - 911 Communications
Department Authorized Signer	Kate Wolf
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Kate Wolf 8/15/2024 11:34 AM
Receiving Department	583 - Emergency Services Dept
Receiving Department Authorized Signer	Bill Zito
Receiving Department Signature	✔ Bill Zito 8/22/2024 1:45 PM
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 8/22/2024 1:59 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/22/2024 2:59 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 8/26/2024 4:52 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 8/27/2024 7:42 AM
Purchasing Department Signature	✔ Koren Shannon 8/30/2024 11:57 AM
Enter Agenda Date:	9/10/2024

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 09/17/2024

Change drawer increase

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

**Department:** County Auditor

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Acknowledge an increase to the Williamson County Sheriff's Office Imprest Fund Balance from \$5,000 to \$10,000.

**Background**

An increase in the change drawer is necessary due to increased activity. This change drawer is funded by the Sheriff's Office forfeiture fund and the item is being placed on the agenda for record-keeping purposes.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jalyn Morris

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:41 PM

Started On: 09/10/2024 09:00 AM

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 09/17/2024

JP1 EOM AUGUST 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, August 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

**Fiscal Impact**

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

**Attachments**

JP1 EOM AUGUST 2024

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 09/09/2024

**Reviewed By**

Becky Pruitt

**Date**

09/09/2024 10:55 AM

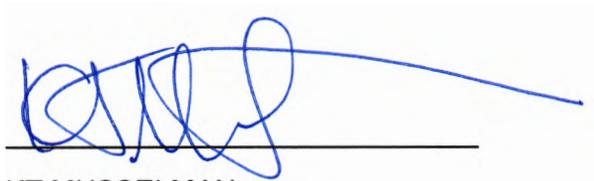
Started On: 09/06/2024 10:56 AM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

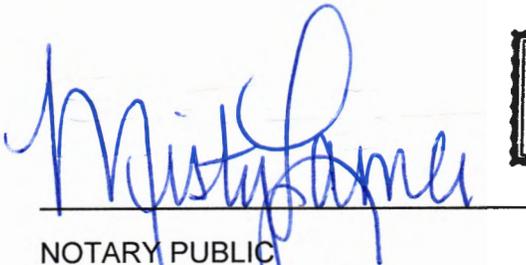
Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of August 2024

**DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.**

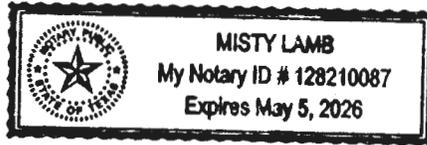


KT MUSSELMAN  
JUSTICE OF THE PEACE  
PRECINCT ONE

On this 5 day of September 2024 to certify which witness my hand and seal of office.



NOTARY PUBLIC  
In and for the State of Texas



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal; Civil  
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-1-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	284.75
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
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	11,354.57
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	29,830.00
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	295.00
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	279.06
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	11,549.15
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,161.00
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	873.12
<b>0100 - General Fund Total:</b>		<b>55,676.65</b>
<b>0360 - Courthouse Security Fund</b>		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
<b>0360 - Courthouse Security Fund Total:</b>		<b>3.00</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
<b>0361 - JP Security Fund Total:</b>		<b>1.00</b>
<b>0365 - Child Safety Fund</b>		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
<b>0365 - Child Safety Fund Total:</b>		<b>50.00</b>
<b>0370 - Alternate Dispute Resolution Fund</b>		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,935.00
<b>0370 - Alternate Dispute Resolution Fund Total:</b>		<b>1,935.00</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
<b>0372 - Justice Court Technology Fund Total:</b>		<b>4.00</b>

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal; Civil  
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
<b>0373 - JP-1 Truancy Program Fund</b>		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
<b>0373 - JP-1 Truancy Program Fund Total:</b>		<b>55.00</b>
<b>0399 - State Agency Fund</b>		
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	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
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)	3,742.63
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	903.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	81.85
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	1,314.52
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
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	2,258.50
<b>0399 - State Agency Fund Total:</b>		<b>8,428.00</b>
<b>JP BOND</b>		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	600.00
<b>JP BOND Total:</b>		<b>600.00</b>
<b>Fee Totals for All Funds:</b>		<b>66,752.65</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 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
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	0.00	0	0.00	0	(5.00)	1	(5.00)	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	76.85	19	0.00	0	0.00	0	76.85	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	229.95	56	0.00	0	0.00	0	229.95	56
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,804.63	75	0.00	0	(62.00)	1	3,742.63	76
2020CDF	Compliance Dismissal Fine	70.00	7	0.00	0	0.00	0	70.00	7
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	20.00	2	0.00	0	0.00	0	20.00	2
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	887.12	77	0.00	0	(14.00)	1	873.12	78
2020LTF	Local Traffic Fine (TC 542.403)	81.87	31	0.00	0	(3.00)	1	78.87	32
2020STF	State Traffic Fine (TC 542.4031)	1,364.52	31	0.00	0	(50.00)	1	1,314.52	32
2020TPF	Time Payment Fee CCP 102.030	279.06	28	0.00	0	0.00	0	279.06	28
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	250.00	5	0.00	0	0.00	0	250.00	5
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
AB	Abstract	20.00	2	0.00	0	0.00	0	20.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	600.00	2	0.00	0	0.00	0	600.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	14.00	14	0.00	0	0.00	0	14.00	14
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	11,711.90	78	0.00	0	(169.00)	2	11,542.90	80
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONFINE	Contempt Of Court	6.25	1	0.00	0	0.00	0	6.25	1
CONT1	Constable Service Fee Pct #1	22,080.00	217	0.00	0	0.00	0	22,080.00	217
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	988.00	6	19.00	1	0.00	0	1,007.00	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)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 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
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	22.00	2	0.00	0	0.00	0	22.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MISCOP	Miscellaneous Copy Fees	15.75	4	0.00	0	0.00	0	15.75	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,935.00	387	0.00	0	0.00	0	1,935.00	387
SB41JCSF	Justice Court Support Fund	9,675.00	387	0.00	0	0.00	0	9,675.00	387
SB41LAF	Language Access Fund - LGC 135.155	1,161.00	387	0.00	0	0.00	0	1,161.00	387
SB41SCF	State Consolidated Fee	903.00	43	0.00	0	0.00	0	903.00	43
SFMCWV	State Fine - Motor Carrier Weight Violation	2,258.50	3	0.00	0	0.00	0	2,258.50	3
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TPWF	Texas P&W Fine	284.75	2	0.00	0	0.00	0	284.75	2
WARC1	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WGSER1	Constable #1 Writ of Garnishment Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WPOSS	Writ of Possession	185.00	37	0.00	0	0.00	0	185.00	37
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	7,600.00	38	0.00	0	0.00	0	7,600.00	38
<b>Fee Code Summary Totals</b>		<b>Gross</b>		<b>Positive Adjustments</b>		<b>Negative Adjustments</b>		<b>Net</b>	
		<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>	<b>Amount</b>	<b>Number</b>
		67,036.65	1,964	19.00	1	(303.00)	7	66,752.65	1,972

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 09/17/2024

Justice of the Peace 3 AUGUST 2024 Monthly Report

**Submitted For:** Evelyn McLean

**Submitted By:** Mary Alcala, J.P. Pct. #3

**Department:** J.P. Pct. #3

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action to approve Justice of the Peace, Pct 3, August 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

**Background**

**Fiscal Impact**

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

**Attachments**

August 2024 - CCP 103

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 09/09/2024

**Reviewed By**

Becky Pruitt

**Date**

09/09/2024 10:54 AM

Started On: 09/05/2024 04:12 PM

**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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August 2024.**

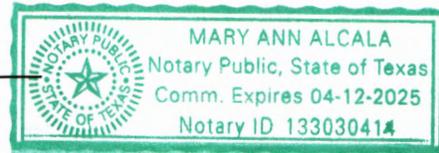
*Evelyn McLean*



**EVELYN McLEAN  
JUSTICE OF THE PEACE  
PRECINCT THREE**

On this 4th day of September 2024, to certify which witness my hand and seal of office.

*Mary Alcala*



**NOTARY PUBLIC  
in and for the State of Texas**

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0399 - State Agency Fund</b>		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	47.92
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,025.61
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	102.55
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	153.87
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	163.80
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.36
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	300.62
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	51.28
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	359.34
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,470.15
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	67.46
<b>0399 - State Agency Fund Total:</b>		<b>4,743.96</b>
<b>Fee Totals for All Funds:</b>		<b>109,387.77</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Civil  
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
CCOP	Civil Copies	64.00	11	0.00	0	0.00	0	64.00	11
CMAIL	Clerk Service Fee by Certified Mail or Posting	26.88	1	0.00	0	0.00	0	26.88	1
CONT3	Constable Service Fee Pct #3	6,000.00	59	0.00	0	0.00	0	6,000.00	59
IN	Interest	0.08	1	0.00	0	0.00	0	0.08	1
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
TRANS	Transcript	70.00	7	0.00	0	0.00	0	70.00	7
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	75.00	15	0.00	0	0.00	0	75.00	15
WSF3	Constable #3 - Writ Service Fee	3,200.00	16	0.00	0	0.00	0	3,200.00	16
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		9,548.96	119	0.00	0	0.00	0	9,548.96	119

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024    Case Categories: Civil  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	348.88
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	9,200.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.08
<b>0100 - General Fund Total:</b>		<b>9,548.96</b>
<b>Fee Totals for All Funds:</b>		<b>9,548.96</b>

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal  
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
ADTOLL	Administrative Toll Fee due to TXDOT	23.73	1	0.00	0	0.00	0	23.73	1
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	63.80	17	0.00	0	0.00	0	63.80	17
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	63.24	16	0.00	0	0.00	0	63.24	16
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,025.61	34	0.00	0	0.00	0	1,025.61	34
CFINE	County Fine	86,933.78	736	0.00	0	0.00	0	86,933.78	736
CHS	Courthouse Security Fee (CCP 102.017)	79.90	35	0.00	0	0.00	0	79.90	35
CHSJC	JP Security Fee (CCP 102.017)	26.65	35	0.00	0	0.00	0	26.65	35
COLLFEE	Collection Agency Fee	7,013.83	103	0.00	0	0.00	0	7,013.83	103
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
COPY	Copies	1.25	1	0.00	0	0.00	0	1.25	1
CRFEEOVER	Criminal Overpayment Fee	(326.00)	1	0.00	0	0.00	0	(326.00)	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	7,802.00	54	0.00	0	0.00	0	7,802.00	54
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	1.91	1	0.00	0	0.00	0	1.91	1
IDF	Indigent Defense Fee (LGC 133.107)	51.28	34	0.00	0	0.00	0	51.28	34
JCTF	Justice Court Technology Fee (CCP 102.0173)	106.57	35	0.00	0	0.00	0	106.57	35
JFR	Jury Reimbursement Fee (CCP 102.0045)	102.55	34	0.00	0	0.00	0	102.55	34
JTP	Juvenile Truancy Program (CCP 102.0174)	133.18	35	0.00	0	0.00	0	133.18	35
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	23.96	29	0.00	0	0.00	0	23.96	29
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	23.96	29	0.00	0	0.00	0	23.96	29
JUSFC	Judicial Support Fund - County (LGC 133.105)	15.38	34	0.00	0	0.00	0	15.38	34
JUSFS	Judicial Support Fund - State (LGC 133.105)	138.49	34	0.00	0	0.00	0	138.49	34
MVF	Moving Violation Fee (CCP 102.022)	1.36	16	0.00	0	0.00	0	1.36	16
OMNI	OMNI Fee	71.87	13	0.00	0	0.00	0	71.87	13
OMNIC	OMNI Fee - County	47.91	13	0.00	0	0.00	0	47.91	13
OMNIS	OMNI Fee - State	239.56	13	0.00	0	0.00	0	239.56	13
SFC3	Service/Arrest Fee - Const. 3	49.50	13	0.00	0	0.00	0	49.50	13
SFMCWV	State Fine - Motor Carrier Weight Violation	2,470.15	17	0.00	0	0.00	0	2,470.15	17
SFOC	Service Fee - Out of County	0.28	1	0.00	0	0.00	0	0.28	1

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	300.62	12	0.00	0	0.00	0	300.62	12
TPC	Time Payment Fee - County	17.86	3	0.00	0	0.00	0	17.86	3
TPS	Time Payment Fee - State	49.60	6	0.00	0	0.00	0	49.60	6
TPWF	Texas P&W Fine	1,718.90	17	0.00	0	0.00	0	1,718.90	17
UFA	Uniform Traffic Act (TC 542.403)	30.06	12	0.00	0	0.00	0	30.06	12
WARC3	Warrant Fee - Constable Pct. 3	903.03	23	0.00	0	0.00	0	903.03	23
WCSSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WFDPS	Warrant Fee - DPS	100.00	2	0.00	0	0.00	0	100.00	2
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		109,387.77	1,463	0.00	0	0.00	0	109,387.77	1,463

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal  
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
<b>0100 - General Fund</b>		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	7,013.83
01-0100-0000-207027 - DUE TO TX TOLLWAYS	L-004-3-01-0100-0000-207027: 01-0100-0000-207027 - DUE TO TX TOLLWAYS	23.73
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,718.90
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	(326.00)
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	113.24
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	7,837.50
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	957.53
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	86,933.78
<b>0100 - General Fund Total:</b>		<b>104,272.51</b>
<b>0361 - JP Security Fund</b>		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	106.55
<b>0361 - JP Security Fund Total:</b>		<b>106.55</b>
<b>0365 - Child Safety Fund</b>		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
<b>0365 - Child Safety Fund Total:</b>		<b>25.00</b>
<b>0367 - JP-3 Truancy Program Fund</b>		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	133.18
<b>0367 - JP-3 Truancy Program Fund Total:</b>		<b>133.18</b>
<b>0372 - Justice Court Technology Fund</b>		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	106.57
<b>0372 - Justice Court Technology Fund Total:</b>		<b>106.57</b>

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 09/17/2024

The Fellowship Church Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with The Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Traffic control & security during various church services in Round Rock)

**Background**

This is the annual renewal agreement that will give permission for The Fellowship Church to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin on October 1, 2024 and will terminate on September 30, 2025.

**Fiscal Impact**

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

**Attachments**

Fellowship Church

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/09/2024

**Reviewed By**

Becky Pruitt

**Date**

09/09/2024 11:39 AM

Started On: 09/09/2024 11:05 AM

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1<sup>st</sup>, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 17.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: The Fellowship Church

Signature: Omar J. Garcia

Printed Name: OMAR J. GARCIA

Title: Elder

Date: 9 / 3 / 20 24

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 6, 2024

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

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

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

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

---

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

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 09/17/2024

Greater Round Rock West Neighborhood Assoc Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Greater Round Rock West Neighborhood Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Traffic Control)

**Background**

This is the annual renewal agreement that will give permission for Greater Round Rock West Neighborhood Association to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin on October 1, 2024 and will terminate on September 30, 2025.

**Fiscal Impact**

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

**Attachments**

Greater RR West Neighborhood Assoc

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:33 PM

Started On: 09/09/2024 01:11 PM

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

MM

October 1, 2024

- 4. The term of this AGREEMENT shall begin on September 30, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
- 5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
- 6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
- 7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 14.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

- 9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Greater Round Rock West Neighborhood Assoc.

Signature: Maribeth Ray

Printed Name: Maribeth Ray

Title: President

Date: Sept 5, 2024

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 6, 2024

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

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

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

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

---

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

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 09/17/2024

City National Bank Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Security for ATM refills in Williamson County)

**Background**

This is the annual renewal agreement that will give permission for City National Bank to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin on October 1, 2024 and will terminate on September 30, 2025.

**Fiscal Impact**

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

**Attachments**

City National Bank

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:33 PM

Started On: 09/09/2024 01:38 PM

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
  
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
  
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on 10/1/2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.<sup>1</sup>
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 14.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

---

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: City National BANK  
Signature: Steven Kovar OF TAYLOR  
Printed Name: STEVEN KOVAR  
Title: VICE Pres.  
Date: 9-6-24, 2024

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff  
Printed Name of Official: Michael T. Gleason  
Signature of Official: Michael T. Gleason  
Date: September 6, 2024  
Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

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

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

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

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

---

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

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 09/17/2024

Waiver for Pet Adoption Extravaganza

**Submitted By:** Misty Valenta, Animal Services

**Department:** Animal Services

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to participate in the Pet Adoption Extravaganza.

**Background**

The Williamson County Regional Animal Shelter would like to participate in the Pet Adoption Extravaganza, a mega adoption event, in order to increase dog adoption numbers.

---

**Fiscal Impact**

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

**Attachments**

Pet Adoption Agreement

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:37 PM

Started On: 09/10/2024 11:38 AM

**October 12 & 13<sup>th</sup> 2024**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Exhibitor Name: Williamson County Regional Animal Shelter  
Exhibitor Representative: Ashley Vargas

In consideration for participating in Rescue Magazine's Pet Adoption Extravaganza 2024(EVENT), which is sponsored by Rescue Magazine, Inc. I hereby, to the extent authorized by Texas law, release, waive, discharge and covenant not to sue, and agree to hold harmless for any and all purposes, Rescue Magazine and their representatives from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by Rescue Magazine, including travel to and from the EVENT'S activities, including injuries sustained as a result of the negligence of DMG, Inc. or Rescue Magazine.

Exhibitor agrees that Exhibitor is solely responsible for any loss or damage to its property while the same is in transit to or from the EVENT, or while Exhibitor's property is at the EVENT. Exhibitor agrees that within the confines of the space(s) contracted for by the Exhibitor, neither DMG, Inc. or Rescue Magazine nor their representatives shall be held liable or responsible for property loss, property damage, or any bodily injury to the Exhibitor or Exhibitor's employees, guests, visitors, or animals while at the EVENT. Exhibitor is responsible for obtaining appropriate insurance coverage.

Exhibitor agrees that it is solely responsible for the health and safety of its animals while at the EVENT and that Exhibitor is responsible for compliance with all laws, regulations, and local ordinances applicable to Exhibitor and/or its animals while at the EVENT.

Exhibitor shall be liable for any property damage or personal injury to any individual caused by Exhibitor or Exhibitor's employees, representatives, or animals. Exhibitor, to the extent authorized by Texas law, shall defend, indemnify and hold harmless Ducharme Marketing Group, Inc., Rescue Magazine and its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Exhibitor or any employee, representative, or animal of Exhibitor participating in the EVENT.

By my signature below I agree that I have read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agree that no oral representation, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made.

Authorized Exhibitor Representative Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 09/17/2024

Approval of Software Service Agreement for Petszel, LLC for the Williamson County Regional Animal Shelter.

**Submitted For:** Joy Simonton

**Submitted By:** Sandra Malcolm, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.

**Background**

The approval of this service agreement with Petszel will benefit the Williamson County Regional Animal Shelter by providing a free partnership that connects adopters with all their adoption materials and pet's medical records automatically. This agreement will be at no cost to the county. Petszel is a free service for all shelters and rescuers. This service agreement is for a 1-year term. The department point of contact will be Linda Gunter in Animal Services.

**Fiscal Impact**

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

**Attachments**

Petszel Software Agreement  
1295 form

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Malcolm

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:36 PM

Started On: 09/10/2024 11:15 AM



PETSZEL LLC
SOFTWARE SERVICES AGREEMENT

Table with 2 columns: Business/Shelter Name, Address, EIN, Primary Contact, Primary Contact Phone, Primary Contact Email. Includes a paragraph of Services and a paragraph of the Software Services Agreement terms.

SOFTWARE SERVICES TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.
1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company’s standard practice.
1.3 During the term of this Agreement, Company shall maintain and carry in full force and effect, at its own expense, industry-standard commercial general liability and cybersecurity (including data breach) insurance. See Section 8.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with

DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and all applicable laws and regulations, including the privacy policy attached hereto as Exhibit B. To the extent permitted by Texas law, Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 If Customer provides feedback to the Company about its products and services, all such feedback will be the sole and exclusive property of the Company. Customer agrees to and hereby irrevocably transfers and assigns to Company all of Customer's right, title, and interest in and to all feedback, including all intellectual property rights therein. Customer will not earn or acquire any rights or licenses in the Services or in any Company intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if the Company incorporates any feedback into the Services.

**4. TERM AND TERMINATION**

4.1 Either party may also terminate this Agreement immediately (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

4.2 Either party may terminate this Agreement for convenience, and without cause, thirty (30) business days' written notice to the other party.

4.3 Upon termination of this Agreement, Customer's right to access and use the Services shall immediately terminate, Customer shall immediately cease all use of the Services, and Customer shall destroy or return to Company and make no further use of any Proprietary Information, materials, or other items (and all copies thereof) belonging to Company. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Further, within thirty (30) days after termination, the Company will delete data synced from the Customer's third-party shelter management software. All data for consumers/users that have not signed into the application in the prior 90 days will be deleted, and any active consumers/users will continue to have free access to their data within the application.

**5. WARRANTY AND DISCLAIMER**

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**6. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR DAMAGE TO CUSTOMER PROPERTY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

**7. INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from a cybersecurity or data breach caused by Company's use of data from Customer's applicable shelter management system, provided Company is promptly notified of any and all claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will manage cyber breach response and notify breach victims when breach is caused by Company's use of Customer data. Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to situations where Customer's use of the Service is not strictly in accordance with this Agreement.

## **8. INSURANCE**

8.1 All coverages required below will be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

8.2 Prior to commencing the work, Company shall furnish Customer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. When requested by Customer, Company shall furnish copies of policies for each coverage required.

8.3 If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Company's insurer or insurer's representative will provide 30 days' notice of such cancellation or nonrenewal.

8.4 Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Company to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

### **8.5 General Liability Insurance**

8.6 Company shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$1 million each occurrence and \$2 million in the aggregate including products and completed operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

8.7 CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.8 Customer shall be included as an 'additional' insured under the CGL, using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents. This coverage shall be maintained in effect for the benefit of Owner and Owner for a period of \_\_ years following the completion of the work specified in Section \_\_ of this contract. Additional insured coverage as required in the subparagraph shall be primary to and will not seek contribution from any other insurance or self-insurance programs afforded to Customer. A copy of the endorsement will be submitted with the Certificate of Insurance.

8.9 If the General Liability policy has a deductible or Self Insured Retention higher than \$25,000, the Owner must approve this in writing before any work is to be performed.

### **8.10 Workers Compensation**

8.11 Company shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than \$1 million.

8.12 If Company hires a leased labor or temporary labor company, that company must (i) name Company as an Alternate Employer on an Alternate Employer Endorsement and (ii) provide a waiver of subrogation specifically for Workers Compensation in favor of Vendor, vendor and owner.

### **8.13 Umbrella / Excess Liability**

8.14 Company shall be required to carry an excess liability or umbrella policy in an amount of \$5 million per occurrence. Such policy will provide coverage over and above the Commercial General Liability, Auto Liability and Employers Liability required herein. Coverage will be at least as broad as the underlying coverages. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

### **8.15 Cyber**

8.16 Company shall maintain Cyber insurance with a limit of not less than \$2 million per claim. Such policy shall include first-party, third party and business interruption coverage.

8.17 Company shall notify Customer within one day following the discovery of a data breach.

**9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer or Company except with prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any dispute shall take place in Williamson County, Texas.

**10. ADDITIONAL TERMS**

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

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

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

**PETSZEL LLC:**

**SHELTER NAME:**

By:   
Name: Matthew J. Russell  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### INTEGRATION SERVICES

As part of this agreement, the Customer is required to allow Petszel to integrate with their third-party shelter management software to facilitate the services and software. Petszel will be responsible for building and maintaining the integration.

The integration will be used for securely syncing data to Petszel systems for the services outlined. The following data fields are required but the exact fields may vary depending on the shelter management system:

- Shelter & General: System IDs for all fields, Locations, and sub-location names, addresses
- Adoption Details: Adoption Details, Adoption Date, Adoption Time, Shelter Staff, Adoption Fees, and Adoption Notes
- Adopting Pet Owner(s) Details: First name, Last name, Address, City, State, Zip, Phone(s), Emails, Communication Preferences
- Animal Detail: Species, Breed, Sex, Weight, Size Groups, Date of Birth, Adopted Age, Current Age, Photo(s), Color, Pattern, Intake data, Litter Group, Microchip & other relevant fields
- Medical: Vaccine Information (dates, ID, Types), Procedure Type, Dates, Attending Vet, Treatment Type, Date and notes

## EXHIBIT B

### PRIVACY POLICY

The Company respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information the Company (“we” or “us”) may collect from Customer (“you”) during your access to and use of the Services and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the Services.
- In email, text, and other electronic messages between you and the Services.
- Through mobile and desktop applications or material you download from the Services, which may provide dedicated non-browser-based interaction between you and the Services.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Services, you agree to this privacy policy. This policy may change from time to time, so please see the “Change to Our Privacy Policy” section below. Your continued use of the Services after we make changes is deemed to be acceptance of those changes.

#### **Children**

Our Services is not intended for children. No one under age 18 may provide any information to or on the Services. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Services or through any of its features or downloadable material, register on the Services, make any purchases through the Services, use any of the interactive or public comment features of the Services, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about your child under 18, please contact us at support@petszel.com.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see “Your California Privacy Rights” below for more information for more information.

#### **Information We Collect About You and How We Collect It**

We collect several types of information from and about users of our Services, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, images and videos, social media account information, education information or any other identifier by which you may be contacted online or offline (“**personal information**”);
- That is about you but individually does not identify you, such as pet information; and/or
- About your internet connection, the equipment you use to access our Services, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners.

### ***Information You Provide to Us***

The information we collect on or through our Services may include:

- Information that you provide by filling in forms on our Services. This includes information provided at the time of registering to use our Services, downloading and/or streaming content, posting material, or requesting further services. We may also ask you for information when you report a problem with our Services.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Services and of the fulfillment of your orders for services. You may be required to provide financial information before placing an order through our Services.
- Your search queries on the Services.
- Billing or payment information.

You also may provide information to be published or displayed (hereinafter, “**posted**”) on public areas of the Services, if any, or transmitted to other users of the Services or third parties (collectively, “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

### ***Information We Collect Through Automatic Data Collection Technologies***

As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Services.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Services.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.
- **Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, “**Choices About How We Use and Disclose Your Information**” below.
- **Web Beacons.** Pages of the Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

### **Third-Party Use of Cookies and Other Tracking Technologies**

Some content or applications, including advertisements, on the Services may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see "Choices About How We Use and Disclose Your Information" below.

### **How We Use Your Information**

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Services.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. For more information, see "Choices About How We Use and Disclose Your Information" below.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

### **Disclosure of Your Information**

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Services users is among the assets transferred.
- To third parties to market their products or services to you if you have opted into receiving marketing material. For more information, see "Choices About How We Use and Disclose Your Information" below.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our agreements with you, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Choices About How We Use and Disclose Your Information**

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe’s website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** You will have the ability to opt into receiving third-party marketing materials. If you no longer wish to receive these materials or share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by logging into the Services and adjusting your user preferences in your account profile, or by sending us an email with your request to support@petszel.com.
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties’ products or services, you can opt-out by logging into the Services and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@petszel.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers’ target-audience preferences, you can opt-out by sending us an email stating your request to support@petszel.com.

We do not control third parties’ collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative (“NAI”) on the NAI’s website.

California residents may have additional personal information rights and choices. Please see “Your California Privacy Rights” below for more information.

### **Accessing and Correcting Your Information**

You can review and change your personal information by logging into the Services and visiting your account profile page.

You may also send us an email at support@petszel.com to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Services users. Proper access and use of information provided on the Services, including User Contributions, is governed by our agreements with you.

### **Your California Privacy Rights**

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California’s “Shine the Light” law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@petszel.com.

California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act (“COPPA”) and the California Business and Professions Code. As required by COPPA, we will provide you with the categories of personal information that we collect through the Services, and the categories of third party persons or entities with whom such personal

information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1) the categories of personal information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. COPPA further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or physical mail to the address found below. When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share with our marketing partners. The request should be sent to the attention of our legal department, and labeled “California Customer Choice Notice.” Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your personal data or requesting this notice.

### **International Users**

The Services is intended for users located within the United States. We make no representation that the Services is appropriate or available for use outside of the United States. If you are visiting the Services from the European Union or other regions with laws governing data collection and use, then please note that you are agreeing to the transfer of your personal information to the United States and processing globally. By providing your information to the Services, you consent to any transfer and processing in accordance with this Privacy Policy.

We have adopted reasonable physical, technical and organizational safeguards which substantially mirror the European Union safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data in our possession.

### **Data Security**

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Company expressly warrants that it utilizes industry standard security controls on its systems and Customer data, such as multi-factor authentication, encrypted backup and recovery, or endpoint detection with automated threat response.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Services like message boards. The information you share in public areas may be viewed by any user of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

### **Changes to Our Privacy Policy**

It is our policy to communicate any changes we make to our privacy policy with a notice that the privacy policy has been updated either via email communication to you or on the Services if applicable. If we make material changes to how we treat our users’ personal information, we will notify you by email to the email address specified in your account or through a notice on the Services home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you.

### **Contact Information**

To ask questions or comment about this policy and our privacy practices, or to register a complaint or concern please contact us at: [support@petszel.com](mailto:support@petszel.com)

## EXHIBIT C

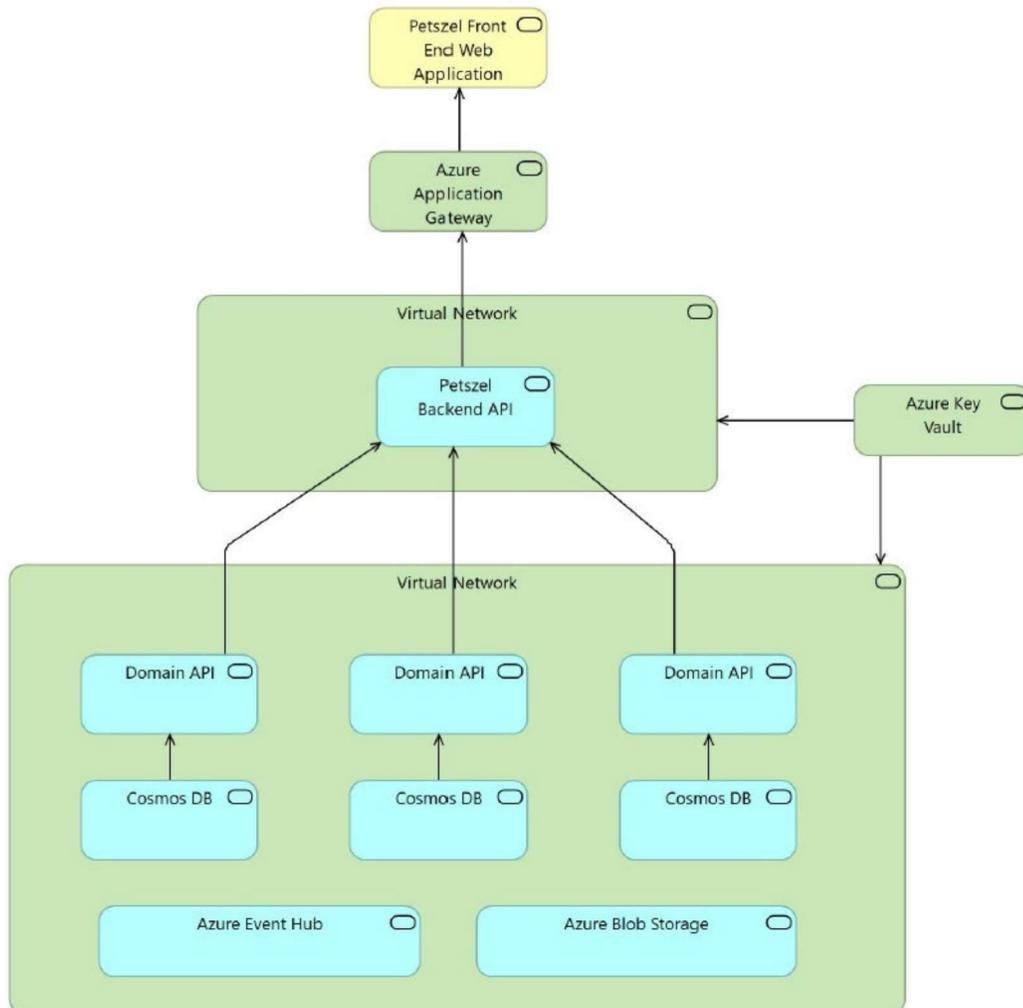
### PETSZEL DATA SECURITY ARCHITECTURE

#### Overview

Petszel is designed from the ground-up as a cloud-based SaaS system that's powered by capability domain specific microservices. Each domain owns its APIs and data and is a fully standalone autonomous subsystem. Azure best practices such as using application gateways, key vaults, and virtual networks are followed. Front-end applications exclusively rely on backend-for-frontend REST APIs to access and fulfill Petszel functionality and data. The subsequent sections in this document go into more detail on the implementation.

#### Azure Cloud Architecture

All of the Petszel APIs, background worker services, databases and other resources such as event streams and blob storage are deployed on Microsoft Azure.



The following practices are followed for all of those services:

- Front-end applications have a public Petszel backend REST API they integrate with. This is their only path to accessing Petszel functionality.
- The Petszel backend API is accessible solely via an Azure application gateway.

- The Petszel backend API's application service is protected by an Azure virtual network. All direct access is blocked by default, except for calls made via the application gateway.
- All domain APIs are protected by Azure virtual networks.
- Only specific sub-nets are allowed access to the domain APIs - such as the subnets where the Petszel backend API is deployed or other core Petszel services such as the data extraction and communication worker services.
- Credentials are never stored in source code and this includes configuration files.
- Credentials are always retrieved dynamically from Azure Key Vault where access is restricted using minimal scopes – so only a select few services running in specific virtual networks have access.
- All APIs are protected using JWT bearer token authentication.
- All user-logins use the same JWT bearer token authentication.
- API endpoints are scope restricted and these scopes are tied to the user logins. Depending on the type of user that's logged on, such as Petszel staff, shelter admin/staff, practice admin/staff, or pet-owners, the JWT tokens have the least privileges needed to perform the actions tied to that specific user request.
- Passwords are not stored in plain-text.
- All passwords are stored using highly secure one-way hash algorithms.
- All user-logins are email addresses that need to be validated prior to use.
- Petszel engineering staff do not have direct access to the Azure cloud resources, including databases. All deployments are done using Azure DevOps CI/CD pipelines.

### **Tenant Security**

Petszel is a multi-tenant SaaS offering, and as is a standard operational practice with such systems, multiple tenants share the same underlying cloud resources. Tenant here refers to a Petszel client such as a shelter, a veterinary practice or a pet-owner. Petszel's APIs are designed to never allow a tenant's data to be returned to another tenant user. The way Petszel accomplishes this is by not including tenant specific identifiers in the JSON payloads passed to the API requests. Instead, tenant information is a part of the JWT bearer token, which is driven solely by user-logins. Thus, there is never a risk of a malicious hacker using one tenant's credentials to access another tenant's information, or for an inadvertent bug in code to return information to the wrong tenant. The user-logins are tied to shelters or pet-owners, and these are associated with specific tenants or users, and the APIs are forced to respect those associations.

### **Database Isolation**

The Petszel architecture is fundamentally built around a group of domain based microservices. Each domain owns its data storage. We currently use Azure Cosmos DB for our data storage requirements. The databases are only accessible by their owning domain APIs. The credentials to access the database are not stored anywhere in the API source code or configuration files. Instead, the credentials are dynamically pulled from Azure Key Vault by the deployed APIs as and when needed. Key Vault is setup to only allow those APIs running in Azure Application Services to retrieve those credentials, which leverages built-in Azure security protection at the authorization / networking / IP address levels. In addition, all databases are fully encrypted using Azure managed keys.

### **Personally Identifiable Financial Information (PIFI)**

There are no plans to store PIFI data in our system. If there is ever a need to store PIFI, the following standards will be enforced:

- PIFI data will never be stored or cached in an unencrypted format.
- Any PIFI data stored in a database will be both field-level and database-level encrypted.
- Role based security will limit or restrict the inclusion of PIFI fields in REST responses.

### **Petszel Staff**

Petszel prides itself on recruiting seasoned, accomplished engineering and other technical staff that exercise best practices when developing software and handling customer data. All Petszel staff members are carefully vetted, background checked and trained on data security procedures. Only staff members that require access to customer data to perform their role and deliver the Service are permitted access.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Petszel LLC  
 Frisco, TX United States

**Certificate Number:**  
 2024-1196015

**Date Filed:**  
 08/04/2024

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

**Date Acknowledged:**  
 08/09/2024

**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.**  
 2024260  
 Digital post-adoption platform

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

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

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Petszel LLC  
Frisco, TX United States

**Certificate Number:**  
2024-1196015

**Date Filed:**  
08/04/2024

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

Williamson County Regional Animal Shelter

**Date Acknowledged:**

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

2024260  
Digital post-adoption platform

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Matthew J. Russell (CEO of Petszel LLC)	Frisco, TX, USA	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Matthew J. Russell, and my date of birth is ██████ 5

My address is ████████████████████ (street), ██████ (city), TX (state), ██████ (zip code), USA (country)

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

Executed in Denton County, State of TX, on the 8th day of August, 2024.  
(month) (year)

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

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 09/17/2024

Authorize Issuing Advertisement for RFP #24RFP73 Pet Health Insurance for the Animal Shelter

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, 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 RFP Pet Health Insurance for the Animal Shelter under RFP #24RFP73.

**Background**

Williamson County is seeking qualified vendors to provide Pet Health Insurance for the Animal Shelter clients. This is a revenue solicitation and there will be no charge to the county. The adopter will pay for Pet Health Insurance if the adopter chooses to sign up. The county will be compensated for this customer access. The point of contact is Misty Valenta.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Koren Shannon  
Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/11/2024 01:22 PM  
09/11/2024 01:50 PM  
Started On: 09/05/2024 10:15 AM

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 09/17/2024

Approval of Service Agreement to provide an Audio Visual upgrade to the County Judge's Conference room from Conference Technologies, Inc. for Information Services.

**Submitted For:** Joy Simonton

**Submitted By:** Sandra Malcolm, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement #2024297 between Williamson County and CTI Conference Technologies, Inc. to provide an Audio Visual upgrade to the County Judge's Conference room, in the amount of \$10,493.71 pursuant to TIPS cooperative contract #230901 and authorizing the execution of the agreement.

**Background**

Approval of this agreement will support the audiovisual system upgrade for the County Judge's Conference room, located at 710 S. Main St. in Georgetown, TX. CTI will be managing the procurement, installation and ongoing maintenance of all AV equipment as outlined in this scope. Funding source is 01.0100.0503.004509 per FY24 budget. Orig #577. The department point of contact is Tammy McCulley.

**Fiscal Impact**

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

**Attachments**

Agreement and Proposal for CTI AV Upgrade  
Form 1295 CTI

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Sandra Malcolm  
Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/12/2024 04:42 AM  
09/12/2024 08:11 AM  
Started On: 09/06/2024 11:37 AM

---

---

**WILLIAMSON COUNTY AGREEMENT  
FOR GOODS AND SERVICES  
CTI**

---

---

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS AGREEMENT FOR GOODS AND SERVICES** (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 **Conference Technologies, Inc dba CTI** (hereinafter "Vendor"), both of which are referred to collectively herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Proposal (No. 124190121);
- B. TIPS Contract No. 230901 Audio Visual Equipment, Supplies, and Services;
- C. This Agreement; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

**Effective Date and Term:** This Agreement shall be in full force and effect as of the date of the last party's execution below ("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 the Proposal 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 sixty (60) days after the Effective Date, however this date may be amended at the sole discretion of the County.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in Vendor Proposal no. 124190092. The not-to-exceed amount under this Agreement is Ten Thousand Four Hundred Ninety-Three Dollars and Seventy-One Cents (\$10,493.71).

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any Services rendered.

**IV.**

**Insurance:** Vendor 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.

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

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

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

COVERAGE	PER 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	

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

#### VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** To THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY ( OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY 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.

## 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 Vendor for any reason are hereby deleted.

## VIII.

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

## IX.

**Termination:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods received.

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

**XIII.**

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Agreement.

**XIV.**

**No Assignment:** Vendor may not assign this Agreement without prior written consent.

**XV.**

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

**XVI.**

**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.

**XVII.**

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

**XVIII.**

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

damage within one (1) calendar day.

**XIX.**

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

**XX.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this 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

Judge Bill Gravell, Jr.,  
County Judge

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

**VENDOR:**

Conference Technologies, Inc dba CTI  
Name of Vendor

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

Geneva Martin  
Printed Name

Date: September 5th, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 06 2024 Time: 3:56 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Sep 05 2024 Time: 10:19 am



# PROPOSAL

**Williamson County Government**

**Georgetown Courthouse Judge's Chambers**

**DATE**

Tuesday, 13 August 2024

**PREPARED BY**

Geneva Martin  
Design Consultant

# Overview and Goals

**At CTI, we ensure our technology, processes, and people are the most knowledgeable and efficient resource to serve you as your solutions partner.**

Dear Don Heflin,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service.

Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Geneva Martin  
Design Consultant  
CTI  
512-584-8276  
geneva.martin@cti.com

# Scope of Work

**Proposal Number:** J24190121

**Proposal Date:** 8/13/2024

**Prepared for:** Williamson County Government

**Attn:** Don Heflin

**Phone:** (737) 215-0118

**Email:** don.heflin@wilco.org

**Prepared by:** Geneva Martin

**Phone:** 512-584-8276

**Email:** geneva.martin@cti.com

**Bill to:** Williamson County Government  
301 SE Inner Loop Ste 105  
Georgetown, TX  
78626

**Ship to:** Williamson County Government  
710 S MAIN ST  
GEORGETOWN, TX  
78626-5703

**Tips Contract Number:** 230901 Audio Visual Equipment, Supplies and Services

## Executive Summary

This solution scope covers audio systems for Williamson County's (Customer) Judges Chambers in Georgetown, Tx. The space will be a conference room for the County Judge to conduct meetings using his laptop. Conference Technologies Inc (CTI) will be managing the procurement, installation and ongoing maintenance of all AV equipment as outlined in this scope.

## Conference Room:

### Narrative:

This area is a medium conference room that is approximately 15 feet wide by 20 feet long with 12 foot high hard lid ceilings, located on the 1st floor. The space will be a general purpose meeting room with platform agnostic hardware designed for "Bring your own device" (BYOM) meetings.

### Display System:

One OFE flat panel display will be utilized in the upgraded system.

### Video System:

One PTZ camera with AI enhanced auto tracking technology will be installed on the Plan West wall to capture presenters seated at the table.

### **Audio System:**

One tabletop web conferencing unit with built-in microphone and loudspeakers will be used for video conferencing in the room. An extension microphone for the conferencing unit will provide audio pickup coverage along the table. If the tabletop conferencing unit is connected to a VoIP (Voice over Internet Protocol) network connection with a SIP (Session Initiation Protocol) server, the tabletop conferencing unit can be used for voice calling and audio conferencing. The tabletop conferencing unit's touch screen can be used to place, answer, and disconnect voice calling and audio conferencing. This unit has wireless presentation capabilities included, but does not support wireless bring your own meeting connection. To access the room's microphones and camera, users will need to connect to the system with a USB cable.

### **Equipment Location:**

The camera will be installed below the display and centered with the table for the best view of the participants at the table. The tabletop conferencing unit and its extension microphone will sit atop the conference table.

### **System Training:**

Upon completion of the system installation and testing, the customer will be trained on the operation of the audiovisual system, including basic troubleshooting steps to complete in the event of system malfunction. Training will include presentation through a wireless laptop connection, as well as wireless laptop video conferencing.

## **Additional Considerations**

In all rooms, the Customer will be responsible for providing power at the display mounting location and equipment rack, and live network drops at the equipment rack, behind the displays, at the tables, and at the room scheduling panel locations. All other cabling needed to interconnect the components in this scope will be provided and installed by CTI. For best functionality of the system and long-term service, the wireless presentation device, web conferencing codec, and room scheduling panel will need connection to the internet.

Any wall or ceiling repairs or modifications including drywall patches and paint will be done by the General Contractor at the direction and expense of the Customer.

The Customer will be responsible for purchasing the web conferencing software licenses needed for all rooms through the provider of their choice.

# Roles & Responsibilities

Responsibilities	CTI	Electrical Contractor	Low Voltage Contractor	General Contractor	Owner
<b><u>ELECTRICAL &amp; NETWORK</u></b>					
Provide and install over-the-floor raceway	N/A				
Provide and install power		X			
Provide and install LAN			X		
Provide IP addresses					X
<b><u>CABLING</u></b>					
Provide low voltage permits	N/A				
Provide all cabling	X				
Pull all audio-visual cables	X				
<b><u>EQUIPMENT &amp; MATERIALS</u></b>					
Provide display and mounting bracket					X
Provide laptop computer					X
Provide electric projection screens	N/A				
Provide floor and credenza vertical equipment racks	X				
Provide all remaining A/V equipment	X				
<b><u>MOUNTING</u></b>					
Install wall-mounted flat screen display					X
Provide any required wall backing to support displays					X
Install electric projection screens	N/A				
Ceiling grid trim work around projection screens				N/A	
Install projector mounts	N/A				
Install projectors	N/A				
Install ceiling and/or wall speakers	N/A				
Install any custom wall plates	X				
Install rack mounted equipment in vertical equipment racks/testing	X				
Place loaded and tested equipment racks	X				
Install all remaining AV field devices	X				

# Timeframe

To begin the equipment installation outlined in the project scope, we will need a minimum of 4 weeks from proposal acceptance. Upon notice to proceed, we will begin your project plan immediately. This scope of work will be completed on or before September 30<sup>th</sup>, 2024 as long as a PO is submitted by August 31<sup>st</sup>.

The below timeframe is for example purposes only based on the labor times in your quote. A project manager will be assigned to communicate with you at critical milestones which may vary from this chart.

Phase	Timeframe
Notice to Proceed & Project Kickoff	Day 1
Engineering	1 Week
Procurement	2-3 Weeks
Programming & Rack Fabrication	1 Day
Onsite Installation	2 Days
Commissioning & Training	1 Day

# Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

## Proposal Summary

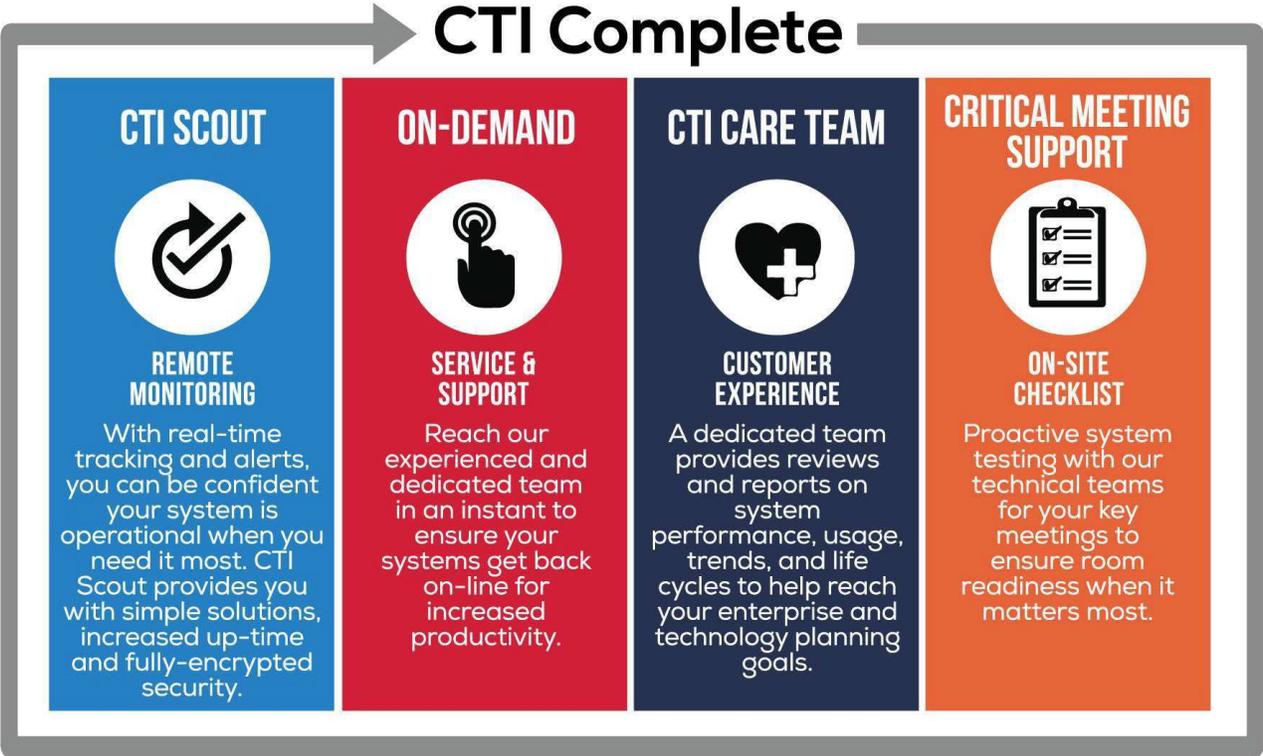
Description	Price
Equipment	\$6,073.42
Implementation Services	\$3,215.00
Installation Materials, Freight & Admin	\$1,205.29
Subtotal	\$10,493.71
Tax	\$0.00
<b>Grand Total</b>	<b>\$10,493.71</b>

## Recommended

Description	Price
2 Additional Years CTI Complete Service Agreement	\$897.26
4 Additional Years CTI Complete Service Agreement	\$1,794.52

# Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



# Bill of Materials

## Crestron Flex Option

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
<b>Display Systems Equipment: \$0.00</b>					
OFE	OFE	Existing 75" Flat-panel Display		\$0.00	\$0.00
OFE	OFE	Existing Display Tilting Wall Mount		\$0.00	\$0.00
<b>Video Systems Equipment: \$6,073.42</b>					
AVER	COMCAM570	CAM570 CONFERENCE CAMERA	1	\$2,162.75	\$2,162.75
Crestron	UC-MX70-U	Crestron Flex Advanced Tabletop Large Room Video Conference System	1	\$3,910.67	\$3,910.67

# Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

## Terms

### **Tips Contract Number: 230901Audio Visual Equipment, Supplies and Services**

Terms are NET 30 with approved credit.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

## Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

## Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

## Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of Williamson County Government for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI Any effort to do so will be considered a violation of copyright law.

# Next Steps

1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team. Notice to proceed can be issued by any one of the following methods:
  - a. A signed copy of this contract
  - b. A PO referencing the Job Number (J24190121) and total dollar amount below  
OR
  - c. An email stating notice to proceed with the total dollar amount below
2. If you have questions about the process as we move forward, please contact me at geneva.martin@cti.com or 512-584-8276.
3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J24190121 - \$10,493.71

\_\_\_\_\_  
Customer Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

9   
\_\_\_\_\_  
CTI Signature

Geneva Martin  
\_\_\_\_\_  
Printed Name

Design Consultant  
\_\_\_\_\_  
Title

8/13/2024  
\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Conference Technologies, Inc.  
Austin, TX United States

**Certificate Number:**  
2024-1210497

**Date Filed:**  
09/05/2024

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

**Date Acknowledged:**  
09/06/2024

**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.**  
2024297  
Audiovisual Services and Equipment

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



**Commissioners Court - Regular Session**

22.

**Meeting Date:** 09/17/2024

Approval of License Extension for CivicPlus Chatbot Subscription for the Information Systems Department

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the license extension for CivicPlus Chatbot subscription, CivicPlus, LLC in the amount of \$19,748.54 and authorizing the execution of the document.

**Background**

The approval of this purchase will benefit Williamson County Information Systems with a license to extend our current website CivicPlus, LLC. Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation. This is necessary to keep up with increased demands as well as stay current on supported equipment and to add chat functionality. Funding Source is 01.0100.0503.004208. Origination #557. The department point of contact is Richard Semple. 1295 is not required, the vendor is publicly traded.

**Fiscal Impact**

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

**Attachments**

CivicPlus Quote

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Koren Shannon  
Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/11/2024 01:18 PM  
09/11/2024 01:50 PM  
Started On: 09/04/2024 04:02 PM



**CivicPlus**

302 South 4th St. Suite 500  
 Manhattan, KS 66502  
 US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
 [REDACTED]  
 7/29/2024 12:43 PM  
 9/27/2024

**Client:**  
 Williamson County, TX

**Bill To:**  
 Williamson County TX - Multiproduct

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Clay Fielding		clay.fielding@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	CivicPlus Chatbot Subscription	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	USD 19,748.54

List Price - Initial Term Total	USD 76,828.52
---------------------------------	---------------

Total Investment - Prorated Year 1	USD 19,748.54
------------------------------------	---------------

Annual Recurring Services (Subject to Uplift)	USD 15,493.21
---	---------------

Total Days of Quote:466

Initial Term	Beginning at signing and ending 11/21/2025, Renewal Term 11/22 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current CivicEngage billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of the County Addendum signed on 11/22/2022 and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

**Acceptance**

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

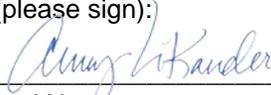
Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

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

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

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

Amy Vikander  
\_\_\_\_\_  
Title:

Senior VP of Customer Success  
\_\_\_\_\_  
Date:

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

8/27/2024  
\_\_\_\_\_

Organization Legal Name:  
\_\_\_\_\_

Billing Contact:  
\_\_\_\_\_

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 09/17/2024

Approval of Joint Funding Agreement for Water Resources Investigations with the US Department of the Interior US Geological Survey for Information Technologies.

**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 Joint Funding Agreement for Water Resources Investigations with the U.S. Department of the Interior U.S. Geological Survey (USGS) and Williamson County, in the amount of Forty-Nine Thousand, Three Hundred Dollars \$49,300.00, and execution of the agreement.

**Background**

The USGS gauges in the agreement are part of the bigger Flood Monitoring Project led by Emergency Management and will give the county better visibility on potential flood conditions and hazards in various parts of the county. The funding source is 01.0100.0541.004500 and the point of contact is Candi Semple. Form 1295 not required due to contracting with a governmental entity.

**Fiscal Impact**

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

**Attachments**

Joint Agreement

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Johnny Grimaldo  
 Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

09/11/2024 01:55 PM  
 09/11/2024 02:38 PM  
 Started On: 09/11/2024 08:35 AM



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Oklahoma-Texas Water Science Center  
1505 Ferguson Lane  
Austin, TX 78754

July 26, 2024

Ms. Candi Semple  
Project Manager Emergency Svcs  
Williamson County  
911 Tracy Chambers Ln  
Georgetown, TX 78626

Dear Ms. Semple:

Enclosed is our joint-funding agreement 25SJFATX217000 between the U.S. Geological Survey Oklahoma-Texas Water Science Center and Williamson County for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$49,300 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$49,300. Please sign and return one fully-executed original to Kandis Becher at [GS-W-OT\\_OTFM@usgs.gov](mailto:GS-W-OT_OTFM@usgs.gov).

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton at (512) 927-3558 or email [gstanton@usgs.gov](mailto:gstanton@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or [kkbecher@usgs.gov](mailto:kkbecher@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines  
Director

Enclosure  
25SJFATX217000

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 600008505  
Agreement #: 25SJJFATX217000  
Project #: SJ009ME  
TIN #: 74-6000978**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, Oklahoma-Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Williamson County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$49,300 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

**Water Resource Investigations**

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **quarterly**. Party of the second part aims to make payments goods and services consistent with Chapter 2251 of the Texas Government Code. Invoices will aim to be paid within sixty (60) days from the date the Customers Auditor receives an invoice. In the event that discrepancies arise in relation to an invoice, such as incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due. Party of the second party shall notify USGS of the discrepancy. Following Party of the second part's notification of any discrepancies as to an invoice, USGS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Customer's Auditor. Party of the second part will aim to pay the invoice within sixty (60) days from the date the Customer's Auditor receives the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor may any interest accrue until the sixty-first day after the Customer's Auditor receives the corrected or revised invoice. Notwithstanding payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 60 day period or portion thereof, that the payment is delayed beyond the due date (31 USC 3717, Comptroller File B-212222, August 22, 1983.

**USGS Technical Point of Contact**

Name: Gregory Stanton  
Branch Chief - Central Texas  
Address: 1505 Ferguson Lane  
Austin, TX 78754  
Telephone: (512) 927-3558  
Fax: (512) 927-3590  
Email: gstanton@usgs.gov

**Customer Technical Point of Contact**

Name: Candi Semple  
Project Manager Emergency Svcs  
Address: 911 Tracy Chambers Ln  
Georgetown, TX 78626  
Telephone: (512) 864-8269  
Fax: (512) 864-8227  
Email: candi.semple@wilco.org

**USGS Billing Point of Contact**

Name: Kandis Becher  
Budget Analyst  
Address: 501 W. Felix Street Bldg 24  
Fort Worth, TX 76115  
Telephone: (682) 316-5051  
Fax: (682) 316-5022  
Email: kkbecher@usgs.gov

**Customer Billing Point of Contact**

Name: Candi Semple  
Project Manager Emergency Svcs  
Address: 911 Tracy Chambers Ln  
Georgetown, TX 78626  
Telephone: (512) 864-8269  
Fax: (512) 864-8227  
Email: candi.semple@wilco.org

U.S. Geological Survey  
United States  
Department of Interior

Williamson County

**Signature**  
Digitally signed by  
TIMOTHY RAINES  
Date: 2024.07.29  
09:40:59 -05'00'  
By TIMOTHY RAINES Date: \_\_\_\_\_  
Name: Timothy H. Raines  
Title: Director

**Signatures**

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

By \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title:

**Commissioners Court - Regular Session**

24.

**Meeting Date:** 09/17/2024

Approval of Purchase and Agreement Single Sign On Subscription with NEOGOV for Human Resources.

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase #2024305 between Governmentjobs.com, Inc dba NEOGOV, and Williamson County for Single Sign On Subscription, in the amount of Six Thousand, One Hundred and Two Dollars (\$6,102.00) and execution of the agreement.

**Background**

This is a request by Information Technologies to allow a single sign on with NEOGOV. The only change currently is you must log into the system. NEOGOV handles our applicant's information. The proposal includes a detailed scope of work. The NEOGOV Service Agreement was previously approved through RFP #23RFP63 which was awarded on 09.19.2023, item #42. The funding source is 01.0100.0402.004208 and the point of contact is Rebecca Clemons.

**Fiscal Impact**

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

**Attachments**

NeoGov Single Sign On  
Form 1295 NeoGov complete

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/12/2024 11:38 AM  
09/12/2024 11:47 AM  
Started On: 09/12/2024 10:57 AM

**Exhibit A**  
**Order Form**



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")  
2120 Park Pl, Suite 100  
El Segundo, CA 90245  
United States  
billing@neogov.com  
Sales Rep: Emily Willis

Customer:

Williamson, County of (TX)  
301 S.E. Innerloop, Suite 105  
Georgetown, TX 78626  
USA

Quote Valid From: 6/20/2024  
Quote Valid To: 8/31/2024

Quote Number: [REDACTED]  
PaymentTerms: Annual,Net 30  
Subscription Term in Months: 12

Employee Count: 1,622  
Order Summary

RECURRING

Service Description	Start Date	End Date	Term Price (USD)
Single Sign On Subscription	10/1/2024	9/30/2025	\$2,952.00
<b>RECURRING TOTAL:</b>			\$2,952.00

ONE-TIME

Service Description	Start Date	End Date	Term Price (USD)
Single Sign On Setup			\$3,150.00
<b>ONE-TIME TOTAL:</b>			\$3,150.00

**ORDER TOTAL (USD) :** **\$6,102.00**

**A. Terms and Conditions**

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**B. Special Conditions (if any).**

1. 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.
2. 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.
3. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
4. Right to Audit: NEOGOV agrees that Customer or its duly authorized representatives shall during the term of this Agreement and for ninety days thereafter have access to and the right to examine and photocopy any and all books, documents, papers and records of NEOGOV, which are directly pertinent to the services to be performed under this Service Order for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give NEOGOV reasonable advance notice of intended audits.
5. Public Information: NEOGOV 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 Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**"Williamson, County of (TX)"**

Signature:

Print Name:

Date:

**NEOGOVS**

Signature:

*Laura Rice*

Print Name:

Laura Rice

Date:

July 26 2024

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

GovernmentJobs.com DBA NEOGOV  
El Segundo, CA United States

Certificate Number:  
2024-1213436

Date Filed:  
09/12/2024

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

Williamson County of Texas

Date Acknowledged:

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

2024-283  
SaaS Compliance Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Evangelist, Shane	El Segundo, CA United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Amy Prins, and my date of birth is [REDACTED]

My address is [REDACTED] El Segundo CA 90245 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Los Angeles County, State of California on the 12 day of September 2024  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 GovernmentJobs.com DBA NEOGOV  
 El Segundo, CA United States

**Certificate Number:**  
 2024-1213436

**Date Filed:**  
 09/12/2024

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

**Date Acknowledged:**  
 09/12/2024

**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.**  
 2024-283  
 SaaS Compliance Software

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

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 09/17/2024

Approval of Annual Request to Exempt Vehicle and Equipment Repairs from Bidding for Countywide Departments

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the annual request to exempt from competitive bidding/proposal requirements, pursuant to Tex/Loc. Gov't Code Section 262.024(11) ("Vehicle and Equipment Repairs") (i.e. those not covered by insurance coverage and that are paid for from County Funds) for FY24/25 based on criteria and definitions provided by the Williamson County Purchasing Agent.

**Background**

Section 262.024.(a)(11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:

1. "PARTS" is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
2. "REPAIR SERVICES" is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
3. "VEHICLES" is defined as "Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV's, etc.)"
4. "EQUIPMENT" is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

**Fiscal Impact**

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

**Attachments**

Vehicle Exemption

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/11/2024 02:30 PM
County Judge Exec Asst.	Becky Pruitt	09/11/2024 02:36 PM
Form Started By: Kerstin Hancock		Started On: 09/06/2024 11:13 PM
Final Approval Date: 09/11/2024		



Purchasing Department

## Vehicle and Equipment Repairs Exemption

Revised September 2024

**Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption.**

1. Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:
  - a. **“PARTS”** is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
  - b. **“REPAIR SERVICES”** is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
  - c. **“VEHICLES”** is defined as “Motorized equipment not operating on rails. (Including cars, trucks, motorcycles, ATV’s. etc.)”
  - d. **“EQUIPMENT”** is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

**These items will no longer be included in commodity totals and will be exempted from the \$50K bidding threshold.** However, this **does not** negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure “best value” is achieved.

**In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.**



## Purchasing Department

2. What about these items? Do they qualify under the exemption?
- Are the purchase of vehicles and equipment exempted?

No. This exemption is for the maintenance and repair of county vehicles and equipment and does not include either the original purchase, or installation of accessories.

- Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

- Oils, grease, other lubricants, and fluids:

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

- Tires and tubes:

All of these would be included under this exemption, as they are “parts required to return Equipment or Vehicles to fully operational status”.

- Towing (of vehicles and equipment back to Wilco or another repairyard):

This would qualify as a repair service under this exemption since the service is needed “to return the Vehicles or Equipment back to its fully operational status”. This type of towing would be exempted to “get our equipment home” and does not include towing of a car to be impounded by the Sheriff’s Office since it is not property owned by the County OR being returned to fully operational status.

- Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 09/17/2024

Approval of annual exemption of Utility expenditures - Countywide

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving an annual exemption of utility expenditures from competitive bidding requirements in accordance with Texas Local Government Code 262.024 DISCRETIONARY EXEMPTIONS (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C ) electric power, gas, water, and other utility services.

**Background**

This is to exempt any expenditure purchased under the County's Utility Card program or by other methods. An annual exemption from competitive bidding for utility services for purchase of any of the following items is exempt from the requirement established by Section 262.023 if the Commissioners Court by order grants the exemption (7) an item that can be obtained from only one source, including: (C ) electric power, gas, water, and other utility services. Department Point of Contacts Joy Simonton or Kerstin Hancock.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/11/2024 02:28 PM
County Judge Exec Asst.	Becky Pruitt	09/11/2024 02:37 PM
Form Started By: Kerstin Hancock		Started On: 09/10/2024 10:19 AM
Final Approval Date: 09/11/2024		

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 09/17/2024

Award of RFP #24RFP66 Lease of Commercial Property: 1500 CR 269, Leander, Texas to George Butler Associates, 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 awarding RFP #24RFP66 Lease of Commercial Property: 1500 CR 269, Leander, Texas to George Butler Associates, Inc., and authorize the execution of the agreement.

**Background**

Williamson County issued a solicitation seeking a qualified tenant (“Lessee”) to lease the commercial property located at 1500 CR 269, Leander, Texas 78641 being approximately 0.8 acres, including a 5,000 SF single-tenant office and warehouse flex space building with attendant site improvements of approximately 2,412 SF of air-conditioned office space and parking situated on a tract consisting of 2.185 acres of land. George Butler Associates, Inc., is being recommended for award by the Evaluation committee. Rental for Initial Term: Lessee agrees to pay, without demand, deduction or offset, to Lessor \$6,261.99 as rent for the Leased Premises, plus \$738.01\* as additional rent for Lessee’s payment of real property taxes. \*If Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent. The initial term of this Commercial Lease Agreement shall be for a period of one (1) year, commencing November 1, 2024, and expiring October 31, 2025. This contract may be renewed for two (2) additional and separate one (1) year terms. This is a revenue-generating contract. The Department's point of contact is Shantil Moore.

**Fiscal Impact**

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

**Attachments**

- Commercial Lease Agreement
- Vendor Lease Proposal
- Evaluation Score sheet
- Form 1295 - George Butler Associates, Inc.,

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Stacian Williams  
 Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

09/11/2024 02:12 PM  
 09/11/2024 02:32 PM  
 Started On: 09/05/2024 09:27 AM

# COMMERCIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **George Butler Associates, Inc.**, hereafter called "Lessee".

The parties agree as follows:

**AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the commercial property described below:

That certain commercial property designated as 1500 CR 269, Leander, Texas and being approximately 0.8 acres, including a 5,000 SF single-tenant office and warehouse flex space building with attendant site improvements of approximately 2,412 SF of air-conditioned office space and parking situated on a tract consisting of 2.185 acres of land (the "Leased Premises"). The Leased Premises are generally depicted by imagery with the larger tract of land upon which the Leased Premises is situated being legally described as set out in **Attachment A**, which is attached hereto and incorporated herein for all purpose.

## I. TERMS OF LEASE.

**A. Initial Term.** The initial term of this Lease shall be a period of **One (1) Year**, commencing on **November 1, 2024** ("Commencement Date"), and ending on midnight on **October 31, 2025** ("Initial Term").

**B. Extension Terms.** Following the Initial Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for up to **Two (2) additional and separate One (1) year terms** as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term.

## II. RENTAL.

**A. Rental for Initial Term.** In advance on the First (1st) day of each calendar month, beginning on the First (1<sup>st</sup>) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **\$6,261.99** as rent for the Leased Premises, plus **\$738.01\*** as additional rent for Lessee's payment of real property taxes assessed against the Leased Premises, as set forth below, at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

**\*In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased**

**Premises thereafter, Lessee shall not be required to pay the above-mentioned property taxes as additional rent.**

**B. Rent Adjustment for Extension Term(s).** Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

**C. Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

**III. SECURITY DEPOSIT.** On the execution of this Lease, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

#### **IV. TAXES.**

**A. Personal Property Taxes.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

**B. Real Property Tax Reimbursement:** Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

- 1. Payment of Taxes to Lessor:** On the First (1<sup>st</sup>) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.
- 2. Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31<sup>st</sup> of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
  - a.** If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
  - b.** If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.
  - c.** Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31<sup>st</sup>.

**C. Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies

provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

**D. Adjustment to Taxes; Contest of Taxes:**

1. Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings.
2. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

**E. Property Tax Exempt Status:** In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

**V. UTILITIES.** Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

**VI. INDEMNIFICATION AND INSURANCE.**

**A. Indemnification of Lessor.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES,

**LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.**

**B. Insurance. Insurance.** In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of \$100,000; and
3. Medical Expenses coverage in the minimum amount of \$10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective.

The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

**VII. SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

**VIII. LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:

**A.** To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a lawful commercial business office; to not use the Leased Premises for any form of retail or wholesale business purposes, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

**B.** To comply with the Rules and Regulations attached hereto.

**C.** To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

**D.** In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

**E.** To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation. At Lessee's expense, Lessee shall perform all minor repairs to the Leased Premises, as well as all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

**F.** To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise**

**because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

**G.** To permit Lessor to enter and inspect the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

**H.** Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

**I.** Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

**IX. LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

**A.** To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

**B.** If the Leased Premises are destroyed or so damaged by fire, casualty, or other

disaster that they become untenable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

**X. SURRENDER OF LEASED PREMISES.** For purposes of this Lease, the term “surrender” shall mean vacating the Leased Premises and returning all keys and access devices to the Lessor. On or before the expiration or termination of this Lease, the Termination Date or any expiration or termination of an Extension Term or any date of termination allowed hereunder, Lessee shall surrender the Leased Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Lessee leaves any personal property or belongings in, on or about the Leased Premises after Lessee surrenders possession of the Leased Premises, all such personal property and/or belongings of Lessee will be forfeited to and become the property of the Lessor. In the event that Lessee forfeits such personal property or belongings pursuant to the terms of this Lease, Lessee hereby acknowledges and agrees that Lessor may dispose of such personal property or belongings of Lessee, without liability to Lessor, in any manner in which Lessor, in Lessor’s sole discretion, deems fit or reasonable.

**XI. ABANDONMENT.** For purposes of this Lease, the term “abandon” shall mean Lessee is absent from the Leased Premises for Fourteen (14) consecutive days. If at any time during the Initial Term or an Extension Term of this Lease Lessee abandons the Leased Premises of any part thereof, Lessor may, at Lessor's option and sole discretion, obtain possession of the Leased Premises in the manner provided by law, and without becoming liable to Lessee for damages or any payment of any kind whatsoever, Lessor may, at Lessor's sole discretion, as agent for Lessee, relet the Leased Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Lessor by means of such reletting. If Lessor's right of reentry is exercised following abandonment of the Leased Premises by Lessee, then Lessor shall consider any personal property belonging to Lessee and left on the Leased Premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and Lessor is hereby relieved of all liability for doing so.

**XII. DEFAULTS BY LESSEE.** In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

**A.** Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

**B.** institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

**C.** may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

**D.** terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

**XIII. DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

**XIV. VOLUNTARY TERMINATION.** Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

**XV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

**XVI. LESSOR TO HAVE LIEN.** Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises

during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

**XVII. RIGHT TO SELL.** It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

**XVIII. ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

#### **XIX. LIMITATIONS OF WARRANTIES.**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS**

OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

**XX. CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

**XXI. LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER.** The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1599  
Fax: (512) 930-3313  
Email: [facilities@wilco.org](mailto:facilities@wilco.org)

**XXII. NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge  
710 South Main, Ste. 101  
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block  
herein below

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

**XXIII. GENDER, NUMBER AND HEADINGS.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

**XXIV. PLACE OF PERFORMANCE.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**XXV. TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

**XXVI. SEVERABILITY.** If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be

validated and enforceable.

**XXVII. GOVERNMENTAL IMMUNITY.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

**XXVIII. ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

**XXIX. NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

**XXX. PRO-RATA PROPORTIONS.** If this Lease should commence on a date other than the First (1<sup>st</sup>) day of a calendar month or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the Commencement Date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

**XXXI. ENTIRE AGREEMENT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

**LESSOR:**

**WILLIAMSON COUNTY, TEXAS**

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

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

Representative  
Capacity: \_\_\_\_\_

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

**LESSEE:**

**GEORGE BUTLER ASSOCIATES, INC.**

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

Printed Name: John Cooper

Representative  
Capacity: Senior Vice President

Date: September 4, 2024

Address for Notice:  
9801 Renner Boulevard, Suite 3000

Lenexa, KS 66219

## RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not permitted on the Leased Premises. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

**Attachment A**

**Leased Premises**

**Entrance to Leased Premises:**



**Front Elevation of Office/Warehouse Building:**



**Southern Elevation of of Office/Warehouse Building:**



EXHIBIT A-1

County: Williamson  
 Parcel: 303  
 Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303

METES & BOUNDS DESCRIPTION FOR A 1.631 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.631 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Jay remainder tract, along a curve to the left, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears N 33°57'20" W a distance of 205.26 feet to a 1/2-inch iron rod with an illegible cap found at the intersection with the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said Jay remainder tract, at the southwest corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, with the north line of said Jay remainder tract and the south right-of-way line of said Hero Way, N 68°58'05" E a distance of 481.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,265.00, E: 3,082,046.37) set at the southeast corner of said Parcel 302, at the southeast corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the left, for the northeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 5/8-inch iron rod found on the west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Parcel 302R, bears N 68°58'05" E a distance of 19.32 feet;

THENCE, departing the south right-of-way line of said Hero Way, over and across said Jay remainder tract, along said curve to the left, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears S 22°07'18" W a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, at the northeast corner of said Parcel 304, and at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37, from which a 5/8-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, bears N 68°55'55" E a distance of 204.88 feet;

THENCE, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, S 68°55'55" W a distance of 248.55 feet to the **POINT OF BEGINNING** and containing 1.631 acres (71,042 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



1/13/2023  
Date

Client: Williamson County  
Date: June 3, 2022  
Revised: January 13, 2023  
Project Number: 7473-00



LEGEND	
B.	BOLLARD
BLDG.	BUILDING
B.I.O.	BUILDING OVERHANG
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP.	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
N.O.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.G.	PAGE
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.C.P.	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
{ }	RECORD INFO FOR DOC. NO. 2005010093 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2016086336
{ }	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
{ }	SET 1/2" IRON ROD W/CAP "MILCO ROW 5777"
○	CALCULATED POINT
△	WIRE FENCE
—x—	OVERHEAD TELEPHONE
—OH—	OVERHEAD POWER
—OH—	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'
L2	N 68°55'55" E	204.88'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	205.31'	2,884.79'	4°04'40"	N 33°57'20" W	205.26'
C2	274.91'	991.00'	15°53'38"	S 22°07'18" W	274.02'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
[[C1]]	[[205.05]]	[[2,884.79]]	[[4°04'21"]]	[[N 33°56'21" W]]	[[205.01']]

REVISED 1/13/2023. UPDATED TITLE COMMITMENT INFO.  
 REVISED 7/25/2022. UPDATED PARCEL BOUNDARY

**BGE**  
 BGE Inc.  
 101 West Louisiana Street, Suite 400, Austin, TX 78728  
 Tel: 512-879-6400 • www.bgeinc.com  
 TBELE Licensed Surveying Firm No. 10106802

**PARCEL PLAT**  
 SHOWING PARCEL 303  
 1.631 ACRES  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'  
 Job No.: 7473-00  
 Date: 06/03/2022  
 Page: 4 of 5

**RESTRICTIVE COVENANT AND EASEMENT NOTES:**

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 201803212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2019054086, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

**GENERAL NOTES:**

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158408, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



*Jonathan O. Nobles*  
 1/11/2023  
 JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

REVISED 1/13/2023. UPDATED TITLE COMMITMENT INFO.  
 REVISED 7/25/2022. UPDATED PARCEL BOUNDARY

BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106802			
PARCEL PLAT SHOWING PARCEL 303 1.631 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	5 of 5

EXHIBIT A-2

County: Williamson  
 Parcel: 303R  
 Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 303R

METES & BOUNDS DESCRIPTION FOR A 0.554 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 3.74 ACRE TRACT OF LAND AS CONVEYED TO FREDERICK A. JAY BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2002087971 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.554 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod with an illegible cap found on the northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2005010093, 2005013409, 2005101481, 2022136249 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Jay remainder tract, at the northwest corner of a called 1.063 acre tract of land described as Parcel 304 as dedicated in said Document Number 2022136249 of the Official Public Records of Williamson County, Texas, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 5.532 acre tract of land described as Parcel 34 as dedicated in said Document Number 2005010093 of the Official Public Records of Williamson County, Texas; Thence, with the east right-of-way line of said U.S. Highway 183A and the south line of said Jay remainder tract, N 68°55'55" E a distance of 248.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,011.17, E: 3,081,943.19) set at the northeast corner of said Parcel 304, at the northwest corner of the remainder of a called 5.221 acre tract of land as conveyed to GP Liberty Hill LLC by General Warranty Deed recorded in Document Number 2016086336 of the Official Public Records of Williamson County, Texas, and at the beginning of a non-tangent curve to the right, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 566.61 feet right of FM 2243 baseline station 103+82.37;

THENCE, over and across said Jay remainder tract, along said curve to the right, an arc distance of 274.91 feet, having a radius of 991.00 feet, a central angle of 15°53'38" and a chord which bears N 22°07'18" E a distance of 274.02 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said Jay remainder tract and the south right-of-way of south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322, 2009071325 and 2023002871, all of the Official Public Records of Williamson County, Texas, at the southeast corner of a called 1.139 acre tract of land described as Parcel 302 as dedicated in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, and at the southwest corner of a called 0.003 acre tract of land described as Parcel 302R as conveyed to Williamson County, Texas by Deed recorded in said Document Number 2023002871 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found at the intersection of the northeast right-of-way line of said U.S. Highway 183A and the south right-of-way line of said Hero Way, at the southwest corner of said Parcel 302, at the most easterly common corner of said Parcel 33 and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, and at the northwest corner of said Jay remainder tract bears S 68°58'05" W a distance of 481.88 feet;

THENCE, with the north line of said Jay remainder tract and the south line of said Williamson County Parcel 302R, N 68°58'05" E a distance of 19.32 feet to a 5/8-inch iron rod found on west right-of-way line of County Road 269 (width varies) (no deed of record found), at the northeast corner of said Jay remainder tract, and at the southeast corner of said Williamson County Parcel 302R, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Jay remainder tract, S 20°29'59" E a distance of 199.79 feet to a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, and at the northeast corner of said GP Liberty Hill Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way line of said County Road 269, at the southeast corner of said GP Liberty Hill Tract, bears S 20°29'59" E a distance of 563.30 feet;

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Jay remainder tract and the north line of said GP Liberty Hill Tract, S 68°55'55" W a distance of 204.88 feet to the **POINT OF BEGINNING** and containing 0.554 acre (24,136 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



6/15/2023

Date

Client: Williamson County  
Date: June 15, 2023  
Project Number: 7473-00



- LEGEND**
- B. BOLLARD
  - BLDG. BUILDING
  - B.O. BUILDING OVERHANG
  - B.P. BRICK PAVERS
  - B.W.F. BARBED WIRE FENCE
  - C.H.W. CONCRETE HEADWALL
  - C.L.F. CHAIN LINK FENCE
  - CMP CORRUGATED METAL PIPE
  - C.O. CLEAN OUT
  - DOC. DOCUMENT
  - D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
  - E.C.R. ELECTRIC CONDUIT RISER
  - E.M. ELECTRIC METER
  - F.H. FIRE HYDRANT
  - F.O.M. FIBER OPTIC MARKER
  - G.P. GATE POST
  - M.H. MANHOLE
  - NO. NUMBER
  - NOS. NUMBERS
  - O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
  - P.G. PAGE
  - P.L.M. PIPELINE MARKER
  - P.L.V. PIPELINE VENT
  - P.O.B. POINT OF BEGINNING
  - P.O.R. POINT OF REFERENCE
  - P.P. POWER POLE
  - R.P. REINFORCED CONCRETE PIPE
  - R.P. REFLECTOR POST
  - R.O.W. RIGHT-OF-WAY
  - STM. STORM
  - S.V. SPRINKLER VALVE
  - TRANS. TRANSFORMER
  - U.E.B. UNDERGROUND ELECTRIC BOX
  - VOL. VOLUME
  - V.P. VERTICAL PIPE
  - WATER METER
  - WATER VALVE
  - W.W. WATER WELL

- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x WIRE FENCE
- METAL/CHAIN LINK FENCE
- OVERHEAD TELEPHONE
- OVERHEAD POWER
- △ EDGE OF ASPHALT
- 10.3 SCHEDULE B ITEM

**LEGEND CONTINUED**

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°58'05" E	19.32'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	274.91'	991.00'	15°53'38"	N 22°07'18" E	274.02'



**BGE Inc.**  
 101 West Louis Heron Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-575-0400 • www.bgeinc.com  
 TSPS Licensed Surveying Firm No. 10708502

**PARCEL PLAT**  
**SHOWING PARCEL 303R**  
**0.554 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.:	Date:	Page:
	7473-00	08/15/2023	4 of 5

**RESTRICTIVE COVENANT AND EASEMENT NOTES:**

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 921, PAGE 806, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.2 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC., AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2009066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003212, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER, AS DESCRIBED IN DOCUMENT NO. 2018003408, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 THE RIGHT TO PROHIBIT, LIMIT, RESTRICT OR CONTROL ACCESS TO U.S. HWY 183A, AS SET FORTH IN DOCUMENT NO. 2005013409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

**GENERAL NOTES:**

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. 1-158408, DATED EFFECTIVE APRIL 28, 2023 AND ISSUED ON MAY 5, 2023.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

6/15/2023



JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

**BGE** Inc.  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TPLS Licensed Surveying Firm No. 10106602

**PARCEL PLAT**  
 SHOWING PARCEL 303R  
 0.554 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/15/2023	5 of 5



August 23, 2024

# WILLIAMSON COUNTY, TEXAS

---

Request for Proposal  
FOR LEASE OF COMMERCIAL PROPERTY  
**1500 CR 269, LEANDER, TEXAS 78641**



9801 Renner Boulevard | Lenexa, Kansas 66219 | 913.492.0400

[www.GBAteam.com](http://www.GBAteam.com)

# TABLE OF CONTENTS

---

## A

---

**Letter of Transmittal**

## B

---

**Background**

## C

---

**Operational Information  
Requirements**

## D

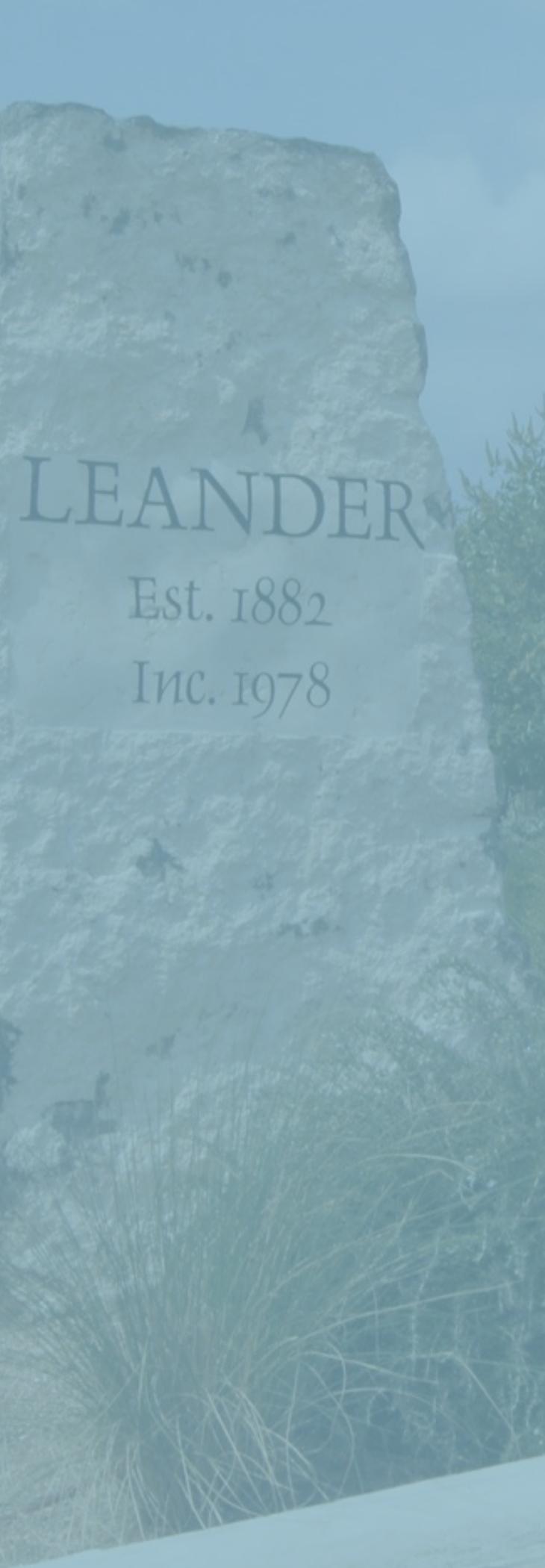
---

**Price Proposal**

## E

---

**References**



## a. LETTER OF TRANSMITTAL

---



August 23, 2024

Williamson County Purchasing Department  
Attn: Purchasing Agent  
100 Wilco Way, Suite P101 | Georgetown, Texas 78626

**RE: Request for Proposal - 1500 CR 269, Leander, Texas 78641**

To Whom it May Concern:

GBA is submitting the following proposal in response to solicitation 24RFP66, for the lease of a Commercial Property from Williamson County.

GBA is requesting to be awarded the lease of commercial property located at 1500 CR 269, Leander, TX 78641.

Persons authorized to represent GBA:

**BILL WELCH**  
Director of Corporate Facilities  
bwelch@gbateam.com | 913.577.8810





## b. BACKGROUND

With a lease dating back to 1980, our firm, George Butler Associates, Inc. “GBA”, is the current tenant of the location 1500 CR 269 in Leander, Texas. In 1980, the lease was under Jay Engineering Company, Inc. “JAECO”, until August 2020 when GBA acquired JAECO. GBA has been continuing to lease the property ever since.

The use of the site by our firm has remained consistent for the past 44 years, with the exception for some custom manufacturing of municipal treatment equipment in the early 1980s. Otherwise, the use of the location has been solely for professional engineering services provided to Leander, surrounding communities and Williamson County for the past four and half decades.

GBA now also operates two other offices within Williamson County in Round Rock and Austin’s ETJ. The closest location is the Austin office located fourteen miles southeast of the property at 9601 Amberglenn Boulevard, in Austin. GBA plans to maintain all three offices for the next three years, with future plans to consolidate offices in the County.



# C. OPERATIONAL INFORMATION REQUIREMENTS

## 1.1. Proposed alternations or improvements to leased premises;

Over the past 5 years, GBA has invested in new paint, carpeting and furniture for the current facility. Due to the new renovations that have recently happened, GBA proposes no alternations or improvements to the property, aside from any necessary maintenance of the facilities for ongoing operations.

The building on the site was built by the firm in 1980 to provide space for professional engineering services. JAECO/GBA has optimized the current facility over the decades to best meet our ongoing operational needs and does not require any additional modifications or improvements for our operation to continue.

## 1.2. Intended use of leased premises;

The proposed intended use of the facilities will remain consistent with the forty-four-year history of providing community-related profession engineering services to the area. These operations do not require storage of any additional equipment, supplies or materials exterior to the building.

## 1.3. Proposed hours of operation of leased premises;

The proposed hours of operation of the leased premises will continue to be 8:00 AM to 5:00 PM Monday through Friday, as they have been since 1980.

## 1.4. Additional information for consideration.

The building is perfect for our operations, providing the office and shop space necessary for professional engineering services. We are well acquainted with the building maintenance needs and operations of the HVAC, plumbing and septic systems. We already provide ongoing maintenance of the septic system through monthly dosing of the septic system with microorganisms and enzymes and quarterly cleaning of the Zabel filter in the septic tank. We are familiar with the location of the septic drain field and do not conduct any operations that could compromise the septic system or drain field.

Our firm has over the four and half decades served as the City Engineer for the City of Leander, conducted roadway maintenance projects for Williamson County Precinct Two, and continues as a long-standing member of the City of Leander Chamber of Commerce. Our Principal, Frank Phelan, is currently participating in the Leadership Leander program conducted by the City of Leander Chamber of Commerce. We are a long-term member of the community and strongly desire to remain in the present location as long as practicable.

We will provide other lease references but wish to also acknowledge that we have been tenants in good standing with the County since the property was acquired by the County.

The firm's commitment to growth within Williamson County has been demonstrated over the past four years, with the expansion of our local staff from six employees in Leander in 2017 to presently over forty-five employees in our three Williamson County offices. This growth is planned to continue at a minimum rate of ten percent per year for the foreseeable future. Because of our line of business, we contribute significantly to advancement of infrastructure within the County through our services in the transportation, water resources, drainage, site development, municipal engineering and surveying services. We also continue to bring new business lines to the County as we expand our core services.



## d. PRICE PROPOSAL

---

Proposed Monthly rent amount: \$7,000 (SEE APPENDIX A)

## e. REFERENCES

---

*Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) organizations, that have business relationships with respondent. Any negative feedback received may result in disqualification of the response.*

	<b>JANKO GROUP</b> June Craig, Property Manager 9801 Renner Blvd., Suite 100   Lenexa, Kansas 66219 913.894.8171   jcraig@jankogroup.us
	<b>STREAM REALTY PARTNERS</b> Bridgid Thorburn, Property Manager 11044 Research Boulevard C-210   Austin, Texas 512.481.3042   bridgid.thorburn@streamrealty.com
	<b>ECR</b> Shannon Harris, Property Manager 114 West 7th Street, Suite 1000   Austin, TX 78701 512.505.0884   sharris@ecrtx.com

## Appendix A

### PRICE PROPOSAL

Leased premises: 1500 CR 269, Leander, Texas

A)	Monthly taxes for leased premises	\$	738.01
B)	Proposed monthly rent for leased premises	\$	<u>6,261.99</u>
Total monthly price = (A+B)		\$	7,000

Name of Respondent:

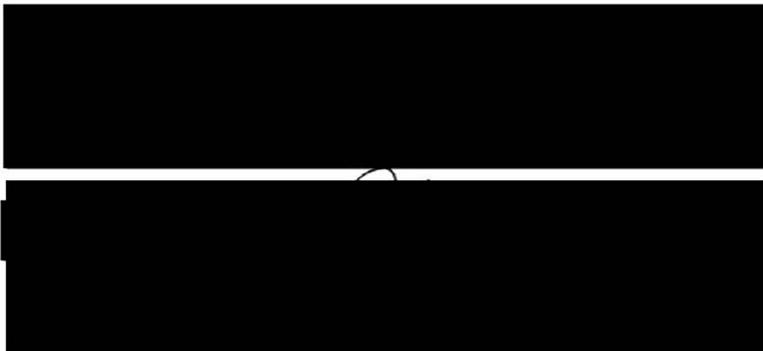
George Butler Associates, Inc.  
  
Director of Corporate Facilities

**24RFP66 RFP Lease of Commercial Property:  
1500 CR 269, Leander, Texas**

08.26.2024 @ 1 pm

<u>Evaluation Criteria</u>	Max Points	George Butler Associates, Inc (GBA)
Proposed rental price per month payable to Williamson County	15	15
Proposed alterations and improvements that Respondent intends to make to the leased premises	15	10
Leasing References	20	13
How long has respondent been in business?	15	15
Respondent's intended use of leased premises?	15	15
Respondent's proposed hours of operation for leased premises?	10	10
Any additional information relevant to proposal.	10	10
<b>Total</b>	<b>100</b>	<b>88</b>

**Evaluators**



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

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

George Butler Associates, Inc.  
Leander, TX United States

**Certificate Number:**  
2024-1208428

**Date Filed:**  
08/30/2024

**Date Acknowledged:**

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

Williamson County 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.**

24RFP66  
Lease of Commercial Property: 1500 CR 269 Leander, TX

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GBA Companies, Inc.	Lenexa, KS United States	X	

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

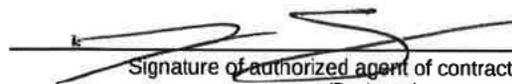
### 6 UNSWORN DECLARATION

My name is John Cooper, and my date of birth is [REDACTED].

My address is [REDACTED] Lenexa KS 66219 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Kansas, on the 3<sup>rd</sup> day of September, 2024.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
George Butler Associates, Inc.  
Leander, TX United States

**Certificate Number:**  
2024-1208428

**Date Filed:**  
08/30/2024

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

**Date Acknowledged:**  
09/05/2024

**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.**  
24RFP66  
Lease of Commercial Property: 1500 CR 269 Leander, TX

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GBA Companies, Inc.	Lenexa, KS 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**

**28.**

**Meeting Date:** 09/17/2024

Approval on formally closing IFB #24IFB64 CR 200 Milling and Overlay 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 formally closing out and not awarding IFB #24IFB64 CR 200 Milling and Overlay, due to project timeline and constraints posed by the current fiscal year.

**Background**

Williamson County solicited and received five (5) sealed responses under 24IFB64 CR 200 Milling and Overlay but on Friday, August 30, 2024, the Purchasing Department received an email notice from the Road and Bridge County Engineer requesting the Commissioners Court formally close this solicitation without award. It has been determined that the work cannot be completed within the required timeframe. Given these circumstances, it would not be in the County's best interest to proceed with awarding the contract at this time. This decision was made considering the practical limitations of the project schedule, rather than any reflection on the qualifications or performance history of the lowest bidder, Texas Materials Group, Inc. The point of contact is Jenifer Favreau.

**Fiscal Impact**

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

**Attachments**

No Award Recommendation Letter

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

09/11/2024 02:09 PM

09/11/2024 02:29 PM

Started On: 08/30/2024 10:53 AM



August 29, 2024

Ms. Joy Simonton  
Director/Purchasing Agent  
Williamson County Purchasing Department  
100 Wilco Way  
Georgetown, Texas 78626

Subject: Recommendation for CR200 Milling and Overlay – Bid #24IFB64

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Texas Materials Group, Inc) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc - \$899,963.10
2. Asphalt Inc LLC - \$960,982.85
3. Alpha Paving Industries LLC - \$998,097.05
4. Bennett Paving, Inc - \$1,012,492.84
5. CK Newberry LLC - \$1,192,476.73

The Contractor's low base bid is \$148,772.90 below the Engineer's Estimate, a cost decrease of 14.19%.

Texas Materials Group, Inc has met all bid qualifications and has a strong track record of performing similar work on other projects. Based on their low bid and proven experience, under ordinary circumstances, I would recommend awarding Texas Materials Group, Inc the contract for the CR200 Milling and Overlay Project.

However, upon careful consideration of the project timeline and the constraints posed by the current fiscal year, it has been determined that the work cannot be completed within the required timeframe. Given these circumstances, it would not be in the County's best interest to proceed with awarding the contract at this time. This decision is made considering the practical limitations of the project schedule, rather than any reflection on the qualifications or performance history of Texas Materials Group, Inc.

I recommend that the Williamson County Commissioners Court refrain from awarding the contract for the CR200 Milling and Overlay Project.

Sincerely,

A handwritten signature in blue ink that reads 'Adam D. Boatright'.

Adam D. Boatright, P.E.  
County Engineer

**Commissioners Court - Regular Session**

29.

**Meeting Date:** 09/17/2024

Smith 23IFB98 CO2 South San Gabriel Ranches Road & Drainage Improvements

**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 2 to contract number 23IFB98 in the amount of (\$3,700.36) for South San Gabriel Ranches Subdivision Road and Drainage Improvements. Funding source: P489.

**Background**

This Change Order No 2 is a balancing Change Order. All work has been completed. Original contract amount was \$2,882,590.94. With the addition of Change Order No 1 in the amount of \$262,478.00 and this Change Order No 2 for (\$3,700.36), the final contract amount will be \$3,141,368.58.

**Fiscal Impact**

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

**Attachments**

Smith 23IFB98 CO2 South San Gabriel Ranches Road & Drainage Improvements

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/10/2024

**Reviewed By**

Becky Pruitt

**Date**

09/10/2024 04:32 PM

Started On: 07/31/2024 01:56 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Contract Award Date:	11/1/2023
Project Number:	23IFB98
Funding Source:	
Roadway:	South San Gabriels Ranches Rd

Contractor: MA Smith Contracting Co. Inc. NTP Required:  Yes  No

Project Name: South San Gabriels Ranches Road and Drainage Imp

Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_

Type of Change(on federal-aid non-exempt projects): NA (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

Miscellaneous Changes In Site Conditions

Work to be performed in accordance with Items: \_\_\_\_\_

New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_

New Special Provisions/Specifications to the contract are attached:  Yes  No

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).

<p><small>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.</small></p> <p>THE CONTRACTOR Date 09/06/2024</p> <p>By <u>Chris Lopez</u></p> <p>Typed/Printed Name Christopher R. Lopez</p> <p>Typed/Printed Title Project Manager</p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: N/A Days added on this CO: 0</p> <p>Amount reduced by this change order: (\$3,700.36)</p>
	<p>Original Contract Amount: \$3,145,068.94</p> <p>Total Change Orders To-Date: 2</p> <p>Percent Change in Original Contract: -0.12%</p>

RECOMMENDED FOR EXECUTION:

[Signature] 9/9/24  
Williamson County Construction Staff Date

RECOMMENDED FOR EXECUTION:

[Signature] 9/10/24  
Department of Infrastructure Date  
Williamson County

[Signature] 9/9/24  
for Director of Road and Bridge Date

APPROVED:

Christopher Bostian Date: 2024.09.09 08:53:30-05'00'  
3rd Party Signature Date

\_\_\_\_\_  
Presiding Officer of the Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

Change Order

2

Project # 231FB98

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
100-6001	PREPARING ROW	AC	\$14,500.00	8.73	\$126,585.00	0.00	8.73	\$126,585.00	\$0.00
104-6009	REMOVING CONC (RIPRAP)	SY	\$37.00	136.00	\$5,032.00	0.00	136.00	\$5,032.00	\$0.00
104-6024	REMOVING CONC (RETAINING WALLS)	SY	\$150.00	14.00	\$2,100.00	0.00	14.00	\$2,100.00	\$0.00
104-6028	REMOVING CONC (MISC)	SY	\$103.00	16.00	\$1,650.00	0.00	16.00	\$1,650.00	\$0.00
105-6014	REMOVING STAB BASE & ASPH PAV (7'-12")	SY	\$10.00	15,597.00	\$155,970.00	0.00	15,597.00	\$155,970.00	\$0.00
110-6002	EXCAVATION (CHANNEL)	CY	\$30.00	6,380.00	\$191,400.00	0.00	6,380.00	\$191,400.00	\$0.00
132-6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	\$15.00	3,988.00	\$59,820.00	0.00	3,988.00	\$59,820.00	\$0.00
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	\$5.00	23,926.00	\$119,630.00	0.00	23,926.00	\$119,630.00	\$0.00
164-6003	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	\$0.25	23,926.00	\$5,981.50	0.00	23,926.00	\$5,981.50	\$0.00
166-6001	FERTILIZER	AC	\$900.00	5.00	\$4,500.00	0.00	5.00	\$4,500.00	\$0.00
169-6001	VEGETATION WATERING	MG	\$22.00	890.00	\$19,580.00	(710.00)	180.00	\$3,960.00	(\$15,620.00)
247-6041	FL BS (CMP IN PL)(TYA GR1-2)(FINAL POS)	CY	\$60.00	2,637.00	\$158,220.00	8.00	2,645.00	\$158,700.00	\$480.00
250-6002	LIME (HYDRATED LIME (SLURRY))	TON	\$283.00	35.00	\$9,905.00	(7.00)	28.00	\$7,840.00	(\$1,960.00)
260-6073	LIME TRT (SUBGRADE)(8")	SY	\$5.00	1,462.00	\$7,310.00	0.00	1,462.00	\$7,310.00	\$0.00
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$5.75	7,837.00	\$45,112.75	(4,387.00)	3,200.00	\$18,400.00	(\$25,225.25)
316-6175	AGOR (TY B OR CR SAC-3)	CY	\$475.00	278.00	\$131,050.00	0.00	278.00	\$131,050.00	\$0.00
319-6466	ASPH (CHFRS-2P OR CR-2P)	GAL	\$10.00	11,169.00	\$111,690.00	1,335.00	12,501.00	\$125,010.00	\$13,350.00
432-6002	RIPRAP (CONC)(5 IN)	CY	\$600.00	8.00	\$4,800.00	48.35	56.35	\$33,810.00	\$28,010.00
432-6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	\$1,000.00	2.00	\$2,000.00	(2.00)	0.00	\$0.00	(\$2,000.00)
439-6005	GABION MATTRESSES (GALV)(6 IN)	SY	\$385.00	20.00	\$7,700.00	(20.00)	0.00	\$0.00	(\$7,700.00)
450-6001	CMP (GAL STL 12 IN)	LF	\$80.00	555.00	\$44,400.00	42.73	597.73	\$47,818.40	\$3,418.40
450-6002	CMP (GAL STL 18 IN)	LF	\$104.00	550.00	\$57,200.00	55.50	605.50	\$62,972.00	\$5,772.00
450-6003	CMP (GAL STL 24 IN)	LF	\$120.00	291.00	\$34,920.00	0.00	291.00	\$34,920.00	\$0.00
450-6005	CMP (GAL STL 36 IN)	LF	\$208.00	114.00	\$23,712.00	0.00	114.00	\$23,712.00	\$0.00
450-6011	CMP AR (GAL STL DES 4)	LF	\$170.00	84.00	\$14,280.00	(58.50)	25.50	\$4,335.00	(\$9,945.00)
450-6023	CMP (GAL STL 15 IN)	LF	\$94.00	100.00	\$9,400.00	0.00	100.00	\$9,400.00	\$0.00
452-6001	CONC BOX CULV (3 FT X 2 FT)	LF	\$950.00	52.00	\$3,580.00	0.00	52.00	\$3,580.00	\$0.00
456-6180	INLET(COPL)(PAZD)(FG)(4FTX4FT)	EA	\$9,400.00	1.00	\$9,400.00	0.00	1.00	\$9,400.00	\$0.00
456-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EA	\$20,000.00	2.00	\$40,000.00	0.00	2.00	\$40,000.00	\$0.00
456-6048	HEADWALL (CH - FW - 45) (DIA= 18 IN)	EA	\$13,000.00	1.00	\$13,000.00	0.00	1.00	\$13,000.00	\$0.00
456-6111	HEADWALL (CH - PW - A - 0) (DES= 4)	EA	\$30,000.00	2.00	\$60,000.00	(2.00)	0.00	\$0.00	(\$60,000.00)
456-6128	HEADWALL (CH - PW - S) (DIA= 18 IN)	EA	\$15,000.00	1.00	\$15,000.00	0.00	1.00	\$15,000.00	\$0.00
456-6130	HEADWALL (CH - PW - S) (DIA= 24 IN)	EA	\$18,000.00	1.00	\$18,000.00	0.00	1.00	\$18,000.00	\$0.00
456-6164	WINGWALL (FW - S) (HW=3 FT)	EA	\$23,000.00	2.00	\$46,000.00	0.00	2.00	\$46,000.00	\$0.00
456-6178	WINGWALL (PW - 1) (HW=3 FT)	EA	\$25,000.00	1.00	\$25,000.00	0.00	1.00	\$25,000.00	\$0.00
456-6180	WINGWALL (PW - 1) (HW=5 FT)	EA	\$40,000.00	2.00	\$80,000.00	0.00	2.00	\$80,000.00	\$0.00
467-6319	SET (TY II) (12 IN) (CMP) (6 - 1) (P)	EA	\$600.00	3.00	\$1,800.00	0.00	3.00	\$1,800.00	\$0.00
467-6333	SET (TY II) (15 IN) (CMP) (6 - 1) (P)	EA	\$700.00	10.00	\$7,000.00	0.00	10.00	\$7,000.00	\$0.00
467-6347	SET (TY II) (18 IN) (CMP) (6 - 1) (C)	EA	\$1,200.00	6.00	\$7,200.00	2.00	8.00	\$9,600.00	\$2,400.00
467-6348	SET (TY II) (18 IN) (CMP) (6 - 1) (P)	EA	\$1,300.00	15.00	\$19,500.00	0.00	15.00	\$19,500.00	\$0.00
467-6375	SET (TY II) (24 IN) (CMP) (3 - 1) (C)	EA	\$2,500.00	1.00	\$2,500.00	0.00	1.00	\$2,500.00	\$0.00
467-6380	SET (TY II) (24 IN) (CMP) (6 - 1) (P)	EA	\$2,500.00	7.00	\$17,500.00	0.00	7.00	\$17,500.00	\$0.00
468-6007	REMOV STR (PIPE)	LF	\$20.00	263.00	\$5,260.00	0.00	263.00	\$5,260.00	\$0.00
468-6050	REMOV STR (DRIVEWAY CULVERT)	EA	\$1,000.00	11.00	\$11,000.00	0.00	11.00	\$11,000.00	\$0.00
500-6001	MOBILIZATION	LS	\$150,000.00	1.00	\$150,000.00	0.00	1.00	\$150,000.00	\$0.00
602-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$4,500.00	7.00	\$31,500.00	(1.00)	6.00	\$27,000.00	(\$4,500.00)
505-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$55.00	145.00	\$7,975.00	(85.00)	60.00	\$3,300.00	(\$4,675.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$45.00	145.00	\$6,525.00	(85.00)	60.00	\$2,700.00	(\$3,825.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$4.75	272.00	\$1,282.00	(114.00)	158.00	\$750.50	(\$541.50)
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.88	272.00	\$239.36	(114.00)	158.00	\$139.04	(\$100.32)
506-6040	BIODEG EROSION CONT LOGS (INSTALL) (8")	LF	\$4.25	8,241.00	\$35,024.25	(3,013.00)	5,228.00	\$22,219.00	(\$12,805.25)
506-6043	BIODEG EROSION CONT LOGS (REMOVE)	LF	\$0.88	8,241.00	\$7,252.08	(3,013.00)	5,228.00	\$4,600.64	(\$2,651.44)
530-6005	DRIVEWAYS (ACP)	SY	\$92.00	1,834.00	\$168,728.00	0.00	1,834.00	\$168,728.00	\$0.00
550-6003	CHAIN LINK FENCE (REMOVE)	LF	\$6.00	462.00	\$2,772.00	0.00	462.00	\$2,772.00	\$0.00
550-6006	GATE (REMOVE)	EA	\$600.00	4.00	\$2,400.00	(2.00)	2.00	\$1,200.00	(\$1,200.00)
550-6020	CHAIN LINK FENCE (INSTALL) (4")	LF	\$30.00	243.00	\$7,290.00	0.00	243.00	\$7,290.00	\$0.00
550-6027	CHN LINK FNC GATE(PVC CTO)(INSTL)4'X14'	EA	\$4,100.00	2.00	\$8,200.00	(2.00)	0.00	\$0.00	(\$8,200.00)
552-6002	WIRE FENCE (TY B)	LF	\$24.00	60.00	\$1,440.00	0.00	60.00	\$1,440.00	\$0.00
552-6003	WIRE FENCE (TY C)	LF	\$24.00	147.00	\$3,528.00	0.00	147.00	\$3,528.00	\$0.00
552-6005	GATE (TY 1)	EA	\$750.00	2.00	\$1,500.00	(2.00)	0.00	\$0.00	(\$1,500.00)
550-6001	MAILBOX INSTALL -S (TWG-POST) TY 1	EA	\$645.00	13.00	\$8,385.00	0.00	13.00	\$8,385.00	\$0.00
644-6050	IN SM RD SN SUP&AM TYTW(I)WS(P)	EA	\$1,000.00	5.00	\$5,000.00	0.00	5.00	\$5,000.00	\$0.00
644-6061	IN SM RD SN SUP&AM TYTW(I)WS(T)	EA	\$885.00	1.00	\$885.00	0.00	1.00	\$885.00	\$0.00
644-6076	REMOVE SM RD SN SUP&AM	EA	\$300.00	6.00	\$1,800.00	0.00	6.00	\$1,800.00	\$0.00
666-6047	REFL PAV MKR TY (W)24'(SLD)090MIL)	LF	\$40.00	83.00	\$3,320.00	0.00	83.00	\$3,320.00	\$0.00
<b>Water Line Items</b>									
554S-11W	Adjusting Water Meters	EA	\$1,200.00	4.00	\$4,800.00	(4.00)	0.00	\$0.00	(\$4,800.00)
554S-3W	Adjusting Water Valve Boxes to Grade	EA	\$1,300.00	2.00	\$2,600.00	11.00	13.00	\$16,900.00	\$14,300.00
505S-B	Encasement Pipe, 14" Dia., Steel (0.25")	LF	\$150.00	187.00	\$28,050.00	(23.00)	164.00	\$24,600.00	(\$3,450.00)
509S-1	Trench Excavation Safety Protection Systems (All Depths)	LF	\$1.00	5,629.00	\$5,629.00	(87.00)	5,542.00	\$5,542.00	(\$87.00)
510-BW1X10IDA	Connecting New 1" Service to Existing Private Service (1" Dia. New Service to 1" Dia. Private Service)	EA	\$1,300.00	10.00	\$13,000.00	5.00	15.00	\$19,500.00	\$6,500.00
510-BW1.5X1.5IDA	Connecting New 1.5" Service to Existing Private Service (1.5" Dia. New Service to 1.5" Dia. Private Service)	EA	\$1,800.00	2.00	\$3,600.00	(2.00)	0.00	\$0.00	(\$3,600.00)
510-AW2PVC	Water Line Pipe, 2" Diameter, PVC C900 (All Depths) With Restrained Joints/Thrust Blocks Includes Excavation and Backfill & Tracer Wire	LF	\$30.00	514.00	\$15,420.00	53.00	567.00	\$17,010.00	\$1,590.00
510-AW3PVC	Water Line Pipe, 3" Diameter, PVC C900 (All Depths) With Restrained Joints/Thrust Blocks Includes Excavation and Backfill & Tracer Wire	LF	\$50.00	1,650.00	\$82,500.00	21.00	1,671.00	\$83,550.00	\$1,050.00
510-AW4PVC	Water Line Pipe, 4" Diameter, PVC C900 (All Depths) With Restrained Joints/Thrust Blocks Includes Excavation and Backfill & Tracer Wire	LF	\$50.00	3,495.00	\$173,250.00	(19.00)	3,446.00	\$172,300.00	(\$950.00)
510-JW 2X2	Wet Connections, 2" Dia. X 2" Dia	EA	\$1,100.00	2.00	\$2,200.00	3.00	5.00	\$5,500.00	\$3,300.00
510-JW 3X3	Wet Connections, 3" Dia. X 3" Dia	EA	\$1,100.00	2.00	\$2,200.00	1.00	3.00	\$3,300.00	\$1,100.00
510-JW 3X4	Wet Connections, 3" Dia. X 4" Dia	EA	\$1,100.00	3.00	\$3,300.00	0.00	3.00	\$3,300.00	\$0.00
510-JW 4X4	Wet Connections, 4" Dia. X 4" Dia	EA	\$2,000.00	8.00	\$16,000.00	(1.00)	7.00	\$14,000.00	(\$2,000.00)
510-KW	Ductile Iron Fittings (C-153)	TON	\$8,000.00	1.40	\$11,200.00	(1.10)	0.30	\$2,400.00	(\$8,800.00)
511S-A	Valve, Gate, 3" Diameter	EA	\$2,000.00	5.00	\$10,000.00	0.00	5.00	\$10,000.00	\$0.00
511S-A	Valve, Gate, 4" Diameter	EA	\$2,000.00	13.00	\$26,000.00	4.00	17.00	\$34,000.00	\$8,000.00
511S-A	Valve, Flushing, 2" Diameter	EA	\$3,600.00	2.00	\$7,200.00	(1.00)	1.00	\$3,600.00	(\$3,600.00)
SP510-BW-2-1X10IDA	Relocating Existing 1" Single Service as New 1" Single Service, and Connecting New 1" Single Service to Existing Private Service, Complete and in Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations	EA	\$9,000.00	35.00	\$315,000.00	8.00	43.00	\$387,000.00	\$72,000.00
SP510-1-2DIA	Restraining Existing Pipe, 2" Diameter; includes joint restraints, materials, labor, and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	EA	\$1,000.00	2.00	\$2,000.00	(2.00)	0.00	\$0.00	(\$2,000.00)
SP510-1-3DIA	Restraining Existing Pipe, 3" Diameter; includes joint restraints, materials, labor, and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	EA	\$1,100.00	2.00	\$2,200.00	(2.00)	0.00	\$0.00	(\$2,200.00)
SP510-1-4DIA	Restraining Existing Pipe, 4" Diameter; includes joint restraints, materials, labor, and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	EA	\$1,100.00	11.00	\$12,100.00	(11.00)	0.00	\$0.00	(\$12,100.00)
SP510-MB	Remove and Replace Existing Mailbox	EA	\$1,800.00	3.00	\$5,400.00	(3.00)	0.00	\$0.00	(\$5,400.00)
SP510-SG	Remove and Replace Existing Sign	EA	\$1,000.00	1.00	\$1,000.00	(1.00)	0.00	\$0.00	(\$1,000.00)
<b>Approved Change Orders</b>									
10									

## 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**

30.

**Meeting Date:** 09/17/2024

North Fork MUD

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of North Fork MUD.

**Background**

**Fiscal Impact**

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

**Attachments**

TCEQ Comment Letter - North Fork MUD

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:55 AM

Started On: 09/12/2024 11:45 AM



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

SEPTEMBER 17, 2024

OFFICE OF THE CHIEF CLERK  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
MC-105, TCEQ  
P.O. BOX 13087  
AUSTIN, TX 78711-3087

RE: NORTH FORK MUD  
TCEQ INTERNAL CONTROL NO. D-07022024-003  
CN: 606280238 RN: 112002076

To Whom It May Concern:

Williamson County writes in response to your notice dated August 8, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced North Fork MUD of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

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

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

For example, the County notes that, in your notice item (3), the District seeks traditional road powers including:

“(3) construct, install, maintain, purchase, and operate drainage and roadway facilities and improvements; and (4) construct, install, maintain, purchase, and operate facilities, systems, plants, and enterprises as shall be consonant with all of the purposes for which the proposed District is created.”

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

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

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

## ROADS

The County has adopted a Long-Range Transportation Plan (“LRTP”) which provides for the planning and future construction of certain road corridors within the County (“Corridor Project”). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except traffic operations, the County shall not be responsible those items.

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

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions that are set out in the County's Consent and Development Agreements regardless of whether they are created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

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

Sincerely,

**Bill Gravell, Jr.**  
**Williamson County Judge**

Enc.

**Commissioners Court - Regular Session**

31.

**Meeting Date:** 09/17/2024

Lakshmi MUD No 1

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Lakshmi MUD No. 1.

**Background**

**Fiscal Impact**

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

**Attachments**

TCEQ Comment Letter - Lakshmi MUD 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:56 AM

Started On: 09/12/2024 11:48 AM



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

SEPTEMBER 17, 2024

OFFICE OF THE CHIEF CLERK  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY  
MC-105, TCEQ  
P.O. BOX 13087  
AUSTIN, TX 78711-3087

RE: LAKSHMI MUD NO. 1  
TCEQ INTERNAL CONTROL NO. D-06172024-030  
CN: 606275998 RN: 111994844

To Whom It May Concern:

Williamson County writes in response to your notice dated August 2, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Lakshmi MUD No. 1 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

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

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. See, e.g., Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

For example, the County notes that, in your notice item (5), the District seeks traditional road powers including:

“(5) design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or paved roads, or improvements in aid of those roads; and (6) provide such other facilities systems, plants, and enterprises as shall be consonant with all of the purposes for which the proposed District is created and permitted under state law.”

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

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

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

## ROADS

The County has adopted a Long-Range Transportation Plan (“LRTP”) which provides for the planning and future construction of certain road corridors within the County (“Corridor Project”). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.



**Williamson County Courthouse**

710 Main Street, Georgetown, TX 78626

512.943.1100

[wilcotx.gov](http://wilcotx.gov)

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except traffic operations, the County shall not be responsible those items.

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

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions that are set out in the County's Consent and Development Agreements regardless of whether they are created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

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

Sincerely,

**Bill Gravell, Jr.**  
**Williamson County Judge**

Enc.

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 09/17/2024

Preliminary plat for the Spoonts Ranch subdivision – Pct 2

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Spoonts Ranch subdivision – Precinct 2.

**Background**

This proposed subdivision consists of 12 lots and 1,217 linear feet of new private roads on 28.18 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

**Timeline**

2024-05-16 – initial submittal of the preliminary plat

2024-06-14 – 1st review complete with comments

2024-07-23 – 2nd submittal of preliminary plat

2024-08-06 – 2nd review complete with comments

2024-08-17 – 3rd submittal of preliminary plat

2024-08-30 – 3rd review complete with comments

2024-09-04 – 4th review complete and comments clear

2024-09-11 – County Engineer approval letter sent

2024-09-12 – preliminary plat placed on the September 17, 2024 Commissioners Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

Preliminary Plat - Spoonts Ranch

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:58 AM

Started On: 09/12/2024 11:54 AM

EXISTING BOUNDARY LINE TABLE		
NUMBER	BEARING	DISTANCE
L101	N88°42'46"W	69.92'
L102	S86°57'25"W	110.18'
L103	N21°05'46"W	179.09'
L104	N36°54'30"E	199.68'
L105	S53°05'30"E	126.58'
L106	N58°23'46"W	27.53'
L107	N23°21'23"E	154.09'
L108	N76°42'19"E	128.23'
L109	N04°49'07"W	39.86'
L110	N83°02'39"E	204.44'

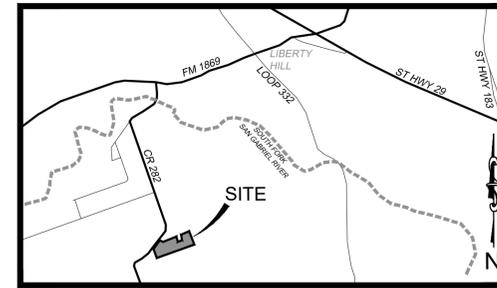
TOTAL PROPERTY: 28.175 ACRES  
 TOTAL LOTS: 12  
 TOTAL LF ROAD: 1217 LF

LEGEND	
	PROPOSED PROPERTY LINE
	EXISTING BOUNDARY LINE
	PROPOSED SETBACK LINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	EXISTING CONTOURS
	EXISTING CITY E.T.J. LINE

15 TOTAL LOTS x 8 = 144 ADT

ENGINEER AND AGENT	SURVEYOR	GAS SERVICE
ELI ENGINEERING, P.L.L.C. 700 THERESA COVE CEDAR PARK, TEXAS 78613 CONTACT: GARY ELI JONES, P.E. 512-918-0819 F: 512-532-0560 gelijones@gmail.com	ABRAM C. DASHNER, R.P.L.S. NO. 5901 6448 HWY 290 EAST, SUITE B-105 AUSTIN, TX 78723 512-244-3385	PRIVATE PROPANE SERVICE PER LOT
OWNER BETTE SPOONTS ESTATE 700 THERESA COVE CEDAR PARK, TEXAS 78613 512-918-0819 jonesfamily.austin@gmail.com	WATER PRIVATE WELL PER LOT	TELEPHONE AT&T 208 SOUTH ACKARD STREET DALLAS, TEXAS 75202 888-333-6651
ELECTRIC PEDERNALES ELECTRIC COOPERATIVE 10625 WEST STATE HWY 29 LIBERTY HILL, TEXAS 78642 512-778-5470	WASTEWATER PRIVATE ON-SITE SEWAGE FACILITY PER LOT	FIRE DEPARTMENT WILLIAMSON COUNTY E.S.D. #4 301 LOOP 332 LIBERTY HILL, TEXAS 78642 512-515-5165

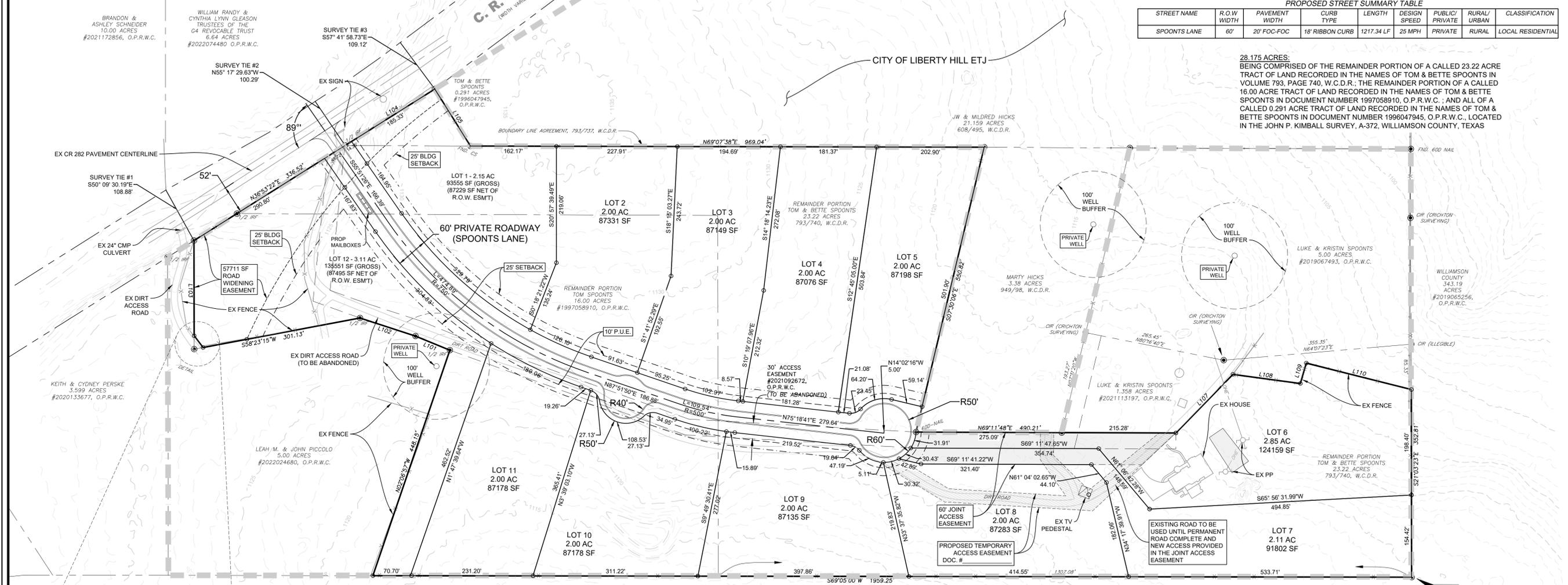
CONTACTS & UTILITIES



LOCATION MAP  
N.T.S.

PROPOSED STREET SUMMARY TABLE								
STREET NAME	R.O.W WIDTH	PAVEMENT WIDTH	CURB TYPE	LENGTH	DESIGN SPEED	PUBLIC/PRIVATE	RURAL/URBAN	CLASSIFICATION
SPOONTS LANE	60'	20' FOC-FOC	18' RIBBON CURB	1217.34 LF	25 MPH	PRIVATE	RURAL	LOCAL RESIDENTIAL

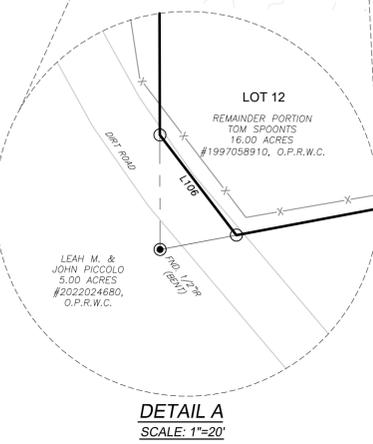
28.175 ACRES:  
 BEING COMPRISED OF THE REMAINDER PORTION OF A CALLED 23.22 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN VOLUME 793, PAGE 740, W.C.D.R.; THE REMAINDER PORTION OF A CALLED 16.00 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN DOCUMENT NUMBER 1997058910, O.P.R.W.C., AND ALL OF A CALLED 0.291 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN DOCUMENT NUMBER 1996047945, O.P.R.W.C., LOCATED IN THE JOHN P. KIMBALL SURVEY, A-372, WILLIAMSON COUNTY, TEXAS



NOTES:

- NO BUILDING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.
- A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
- UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:  

WATER	PRIVATE WELL
WASTEWATER	SEPTIC
ELECTRIC	PEDERNALES ELEC CORP
GAS	PROPANE
- NO SIDEWALKS ARE PROPOSED FOR THIS PROJECT.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF 100-YR FLOODPLAIN BASED ON FEMA PANEL NO. 48491C0240F & PANEL NO. 48491C0245F, DATED DEC. 20, 2019.
- DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLANNED ROAD AND NOT TO COUNTY ROAD 282.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD-WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 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.
- NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.
- DESIGN SPEED OF PROPOSED PRIVATE ROADWAY TO BE 25 MPH.
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO COUNTY ROAD 282.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUMULATIVE SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AND EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAN ARE FREE OF LIENS. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF LIBERTY HILL 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.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
- MAXIMUM OF 20% IMPERVIOUS COVER FOR THE SUBDIVISION, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHEN NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA), RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
- DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- LOTS 6, 7, AND LUKE AND KRISTIN SPOONTS PROPERTY SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
- THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS THE PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATED ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THE REQUIREMENT APPLIES TO ALL LOTS.
- A CERTIFICATION OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2.0 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
- LOTS 6 AND 7 MAY NOT BE FURTHER SUBDIVIDED.
- ALL LOTS WILL BE SERVED BY PRIVATE ON-SITE WELLS.
- THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATIONS, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC., PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
- THE ROADS IN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE PROPERTY OWNERS ASSOCIATION.
- 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.
- WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.



Aug 30, 2024  
 TPBELS FIRM No. 17877  
**ELI ENGINEERING**  
 ELI ENGINEERING, PLLC.  
 700 THERESA COVE, CEDAR PARK, TX 78613  
 512-658-8695

COUNTY OF WILLIAMSON TEXAS  
**SPOONTS RANCH**  
 A PRIVATE SUBDIVISION  
 PRELIMINARY PLAN

DRAWING SCALE:	HORIZ =	VERT =
SURVEYED:	FILE NAME:	DATE:
DRAWN:	GEL/JTC	DESIGNED:
SHEET		
1		
OF		
1		

**Commissioners Court - Regular Session**

33.

**Meeting Date:** 09/17/2024

Preliminary plat for the Replat of Lots 20 through 22 of section 3 of the Lost River Ranches subdivision – Pct 3

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Replat of Lots 20, 21, and 22 of section 3 of the Lost River Ranches subdivision – Precinct 3.

**Background**

This proposed subdivision consists of 9 single family lots and no new roads on 22.19 acres.

**Timeline**

2024-03-07 – initial submittal of the preliminary plat

2024-04-05 – 1st review complete with comments

2024-05-14 – 2nd submittal of preliminary plat

2024-05-28 – 2nd review complete with comments

2024-06-19 – 3rd submittal of preliminary plat

2024-07-03 – 3rd review complete with comments

2024-08-23 – 4th submittal of preliminary plat

2024-09-05 – 4th review complete with minor comments

2024-09-06 – 5th submittal of preliminary plat

2024-09-11 – 5th review complete with comments clear

2024-09-12 – preliminary plat placed on the September 17, 2024 Commissioners Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

Prelim Plat - Lost River Ranches sec 3 Lot 20-22

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:58 AM

Started On: 09/12/2024 11:52 AM



LEGAL DESCRIPTION:

DESCRIPTION OF A 22.19 ACRE TRACT OF LAND LOCATED IN THE A.H. PORTER SURVEY, ABSTRACT 490, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 20, 21, AND 22, LOST RIVER RANCHES SECTION 3 SUBDIVISION, RECORDED IN CABINET I, SLIDE 235, RECORDED AS DOCUMENT NO. 1987020024, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 22.19 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A CALCULATED CORNER IN THE CENTER OF WEST LAKE PARKWAY, SAME BEING THE NORTHWEST CORNER OF SAID "LOT 20" AND THE NORTHEAST CORNER OF A CALLED "LOT 19, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, SAME BEING THE NORTHEAST CORNER OF SUBJECT TRACT:

**THENCE NORTH 71° 17' 23" EAST**, ALONG THE CENTER LINE OF WEST LAKE PARKWAY AND THE NORTH LINE OF SAID "LOTS 20, 21, 22", AT 259.81 FEET A FOUND 1/2" IRON ROD FOUND (CAPPED TLS) LIES 24.92 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 518.36 FEET A FOUND 1/2" IRON ROD FOUND LIES 25.32 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 633.99 FEET A FOUND 1/2" IRON ROD FOUND LIES 25.32 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION), AT 681.85 FEET A FOUND 1/2" IRON ROD FOUND (CAPPED TLS) LIES 75.00 FEET RIGHT (AS MEASURED IN A PERPENDICULAR FASHION) AND CONTINUING AN ADDITIONAL 99.73 FEET FOR A TOTAL DISTANCE OF **781.58 FEET**, TO A CALCULATED CORNER BEING THE NORTHEAST CORNER OF SAID "LOT 22" AND AN EXTERIOR CORNER OF A TRACT CONVEYED TO THE UNITED STATES OF AMERICA CORPS OF ENGINEERS (PER WCAD), ALSO BEING THE NORTHEAST CORNER OF SUBJECT TRACT;

**THENCE SOUTH 21° 47' 14" EAST**, ALONG AN EXTERIOR LINE OF SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "LOT 22", PASSING A 1/2" IRON ROD FOUND (CAPPED TLS) AT A DISTANCE OF 75.00 FEET, CONTINUING FOR A TOTAL DISTANCE OF **544.06 FEET**, TO A 1/2" IRON ROD FOUND IN AN EXTERIOR LINE OF A SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "TRACT 22", BEING AN EXTERIOR CORNER OF BOTH SAID "LOT 22" AND SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT, ALSO BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE SOUTH 21° 36' 55" EAST**, ALONG AN EXTERIOR LINE OF SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT AND THE EAST LINE OF SAID "LOT 22", A DISTANCE OF **513.51 FEET**, TO A 1/2" IRON ROD FOUND, BEING THE SOUTHEAST CORNER OF SAID "LOT 22", AN EXTERIOR CORNER SAID UNITED STATES OF AMERICA CORPS OF ENGINEERS TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED "LOT 5, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, ALSO BEING THE SOUTHEAST CORNER OF SUBJECT TRACT;

**THENCE SOUTH 44° 25' 01" WEST**, ALONG A SOUTHERN LINE OF SAID "LOT 22" AND THE NORTH LINE OF SAID "LOT 5", A DISTANCE OF **191.68 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID "LOT 22" AND THE NORTHWEST CORNER OF SAID "LOT 5", SAME BEING THE NORTHEAST CORNER OF A CALLED "LOT 6, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, ALSO BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE SOUTH 51° 48' 04" WEST**, ALONG A SOUTHERN LINE OF "LOT 22" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **157.15 FEET**, TO A 1/2" IRON ROD FOUND (CAPPED TLS) BEING THE SOUTHWEST CORNER OF SAID "LOT 22" AND THE SOUTHEAST CORNER OF SAID "LOT 21" AND AN EXTERIOR CORNER OF SAID "LOT 6", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE SOUTH 51° 38' 24" WEST**, ALONG A SOUTHERN LINE OF "LOT 21" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **168.87 FEET**, TO A 1/2" IRON ROD FOUND BEING AN EXTERIOR CORNER OF SAID "LOT 21" AND SAID "LOT 6", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE SOUTH 78° 31' 52" WEST**, ALONG A SOUTHERN LINE OF "LOT 21" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **100.08 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHEAST CORNER OF SAID "LOT 20" AND THE SOUTHWEST CORNER OF SAID "LOT 21", SAME BEING AN EXTERIOR CORNER OF SAID "LOT 6" AND AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE SOUTH 78° 25' 11" WEST**, ALONG A SOUTHERN LINE OF "LOT 20" AND A NORTHERN LINE OF SAID "LOT 6", PASSING THE NORTHWEST CORNER OF SAID "LOT 6" SAME BEING THE NORTHEAST FROM A CALLED "LOT 7, SECTION 3 OF LOST RIVER RANCHES, SECTION ONE, TWO, AND THREE", A SUBDIVISION IN WILLIAMSON COUNTY, RECORDED IN CABINET I, SLIDE 235, PLAT RECORDS OF WILLIAMSON COUNTY, AT A DISTANCE OF 68.92 FEET, CROSSING ONTO A NORTHERN LINE OF SAID "LOT 7" CONTINUING FOR A TOTAL DISTANCE OF **175.85 FEET**, TO A 1/2" IRON ROD FOUND BEING AN EXTERIOR CORNER OF SAID "LOT 20" AND SAID "LOT 7", SAME BEING AN EXTERIOR CORNER OF SUBJECT TRACT;

**THENCE NORTH 86° 21' 02" WEST**, ALONG A SOUTHERN LINE OF "LOT 20" AND A NORTHERN LINE OF SAID "LOT 6", A DISTANCE OF **91.59 FEET**, TO A 1/2" IRON ROD FOUND BEING THE SOUTHWEST CORNER OF SAID "LOT 20" AND THE SOUTHEAST CORNER OF SAID "LOT 19", SAME BEING AN EXTERIOR CORNER OF SAID "LOT 7" AND THE SOUTHWEST CORNER OF SUBJECT TRACT;

**THENCE NORTH 18° 43' 05" WEST**, ALONG THE EAST LINE OF SAID "LOT 19" AND THE WEST LINE OF SAID "LOT 21", PASSING A 1/2" IRON ROD FOUND AT A DISTANCE OF 1157.69 FEET, CONTINUING FOR A TOTAL DISTANCE OF **1182.69 FEET**, TO THE **POINT OF BEGINNING**, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF **22.194 ACRES**.

WATERSHED STATUS

THIS SITE IS LOCATED IN THE NORTH FORK OF THE LAKE GEORGETOWN WATERSHED.  
THIS SITE IS LOCATED IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

FLOODPLAIN INFORMATION

LOTS WITHIN THIS SUBDIVISION ARE ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA INDICATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP #48491C0275E FOR WILLIAMSON COUNTY, EFFECTIVE DATE SEPTEMBER 26, 2008.

C10 - DEVELOPMENT NOTES:

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

C10.2 UTILITY SERVICE PROVIDERS:  
WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN  
WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY

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

C10.4 RURAL MAILBOXES  
RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF WAY HALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

C10.5 REPLATS  
EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF 20, 21, AND 22 OF SECTION 3, RECORDED IN CABINET I, SLIDE 235, RECORDED AS DOCUMENT NO. 1987020024 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

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

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

C10.8 IMPERVIOUS COVER  
MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

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

C10.10 PRIVATE SUBDIVISIONS

C10.11 NATURAL DRAINAGE PATTERN/SHEET FLOW SUBDIVISIONS  
THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO BLOCK A LOTS 1-9.

C10.12 DRIVEWAY MAINTENANCE  
DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

C11 - FLOODPLAIN NOTES

C11.1 FLOOD HAZARD AREA  
LOTS 4 AND 5 ARE 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, 2008 FOR WILLIAMSON COUNTY, TEXAS.

C11.2.2 NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

C12 - STORMWATER MANAGEMENT NOTES:

C12.3 THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N71°19'19.35"E
L2	50.00	N71°19'19.35"E
L3	159.80	N71°19'19.35"E
L4	50.00	N71°19'19.35"E
L5	50.00	N71°19'19.35"E
L6	1.66	N71°19'19.35"E
L7	110.00	N71°19'19.35"E
L8	46.89	N71°19'19.35"E
L9	50.00	N71°19'19.35"E
L10	50.00	N71°19'19.35"E
L11	15.64	N71°19'19.35"E
L12	68.99	S62°38'16.49"E
L13	103.75	N71°13'46.48"E
L14	48.01	S19°57'26.39"W
L15	73.49	S36°00'22.80"W
L16	57.87	S12°32'18.02"W
L17	77.77	S31°48'14.46"W
L18	48.02	S19°58'54.70"W
L19	74.71	S34°44'57.18"W

**PRELIMINARY PLAT OF  
REPLAT OF LOTS 20, 21, AND 22  
OF SECTION 3 OF LOST RIVER  
RANCHES SUBDIVISION  
BEING 22.19 ACRE SUBDIVISION SITUATED IN THE  
A. H. PORTER SURVEY, ABSTRACT 490  
WILLIAMSON COUNTY, TEXAS**

*PRELIMINARY*  
FOR REVIEW ONLY  
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.  
KIMLEY-HORN  
09/06/2024

FOR REVIEW  
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF SARAH F. STARKEY, P.E. REG. #145662 ON 09/06/2024.  
IT IS NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.

501 S. AUSTIN AVENUE, SUITE 1310    STATE OF TEXAS    TEL. NO. (512) 418-1771  
GEORGETOWN, TEXAS 78626    REGISTRATION # F-928    WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	KAB	SFS	09/06/2024	069412700	2 OF 2

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 09/17/2024

Preliminary plat for the Meadows Addition subdivision – Pct 4

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This proposed subdivision consists of 3 lots and no new roads on 4.99 acres.

**Timeline**

2024-07-01 – Initial submittal of preliminary plat

2024-07-29 – 1st review complete with comments

2024-08-23 – 2nd submittal of preliminary plat

2024-09-04 – 2nd review complete with comments

2024-09-09 – 3rd submittal of preliminary plat

2024-09-11 – 3rd review complete and comments clear

2024-09-12 – preliminary plat placed on the September 17, 2024 Commissioners Court agenda for consideration

**Fiscal Impact**

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

**Attachments**

Preliminary Plat - Meadows Addition

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

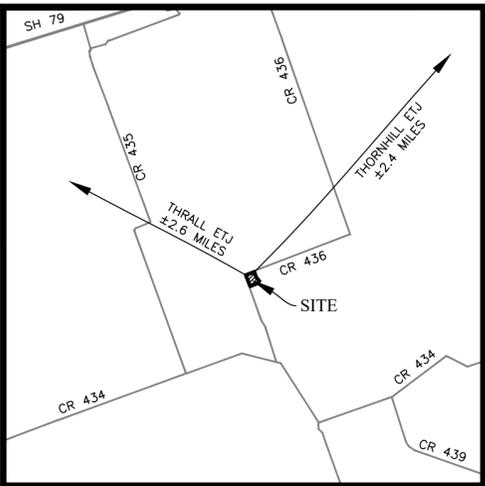
Becky Pruitt

**Date**

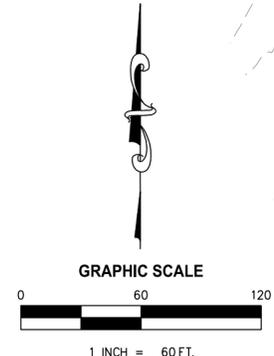
09/12/2024 11:57 AM

Started On: 09/12/2024 11:51 AM

LOTNUMBER	CULVERT LENGTH	CULVERT DIAMETER	UPSTREAM ELEVATION	DOWNSTREAM ELEVATION
1&2 (SHARED DRIVE)	60.92'	18" RCP	449.84'	449.24'
3	37.37'	18" RCP	438.19'	437.82'



VICINITY MAP  
SCALE 1" = 1 MILE



- LEGEND / ABBREVIATIONS**
- ADJOINER LINE
  - BOUNDARY LINE
  - BUILDING LINE
  - CENTERLINE
  - CENTERLINE
  - EASEMENT LINE
  - IRON ROD FOUND
  - CAPPED IRON ROD SET
  - CAPPED IRON ROD SET
  - STAMPED "LANDPOINT"
  - P.U.E. PUBLIC UTILITY EASEMENT
  - B.L. BUILDING LINE
  - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:  
THAT AUSTIN SUMMERS LLC, THE OWNER OF THAT CERTAIN 4.99 ACRE TRACT OF LAND (CALLED 5.00 ACRES TRACT OF LAND) RECORDED IN INSTRUMENT NUMBER 2023075010, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY (SUBDIVIDE, RE-SUBDIVIDE, AMEND, ETC.) 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 MEADOWS ADDITION.

AUSTIN SUMMERS LLC  
JIM BAYS  
MANAGING PARTNER, AUSTIN SUMMERS LLC

State of Texas  
County of \_\_\_\_\_

Before me, a Notary Public, on this day personally appeared JIM BAYS known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Notary Public Signature (seal)

TED ALLEN GOSSETT,  
TEXAS REGISTER PROFESSIONAL LAND SURVEYOR  
NO. 5991

State of Texas  
County of \_\_\_\_\_

Before me, a Notary Public, on this day personally appeared Ted Allen Gossett known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Notary Public Signature (seal)

DATE

WHEREAS Ernest Meadows and Andrew Meadows are the owners of a certain 4.99 tract or parcel of land situated in the Willford Cartwright Survey, Survey No 4, Webb County, Texas, being the all of a called 5.00 acre tract of land described in the deed to Austin Summers, LLC, recorded in Document Number 2023035010, Official Public Records, Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found on the South right-of-way line of County Road 436 at the Northeast corner of said 5.00 acre tract and also being the Northwest corner of a called 2.498 acre tract of land described as "Tract II" in the deed to Ernest Meadows, recorded in Document Number 2022062623, Official Public Records, Williamson County, Texas;

THENCE S 19°09'08" E, with the East line of said called 5.00 acre tract and the common West line of said 2.498 acre tract, a distance of 250.55 feet to a 5/8-inch iron rod found at the Southwest corner of said 2.498 acre tract and the Northwest corner of a called 2.627 acre tract of land described as "Tract III" in the deed to Ernest Meadows, recorded in Document Number 2022062623, Official Public Records, Williamson County, Texas, and an angle point in the East line of said 5.00 acre tract;

THENCE S 38°30'15" E, with the East line of said called 5.00 acre tract and the common West line of said 2.627 acre tract a distance of 288.22 feet to the Southwest corner of said 5.00 acre tract and the Southwest corner of said 2.627 acre tract and being in the North line of a called 137.111 acre tract described in the deed to Jerome P. Chovanec and Shirley Ann Chovanec described in the deed recorded in Volume 863, Page 66, Official Public Records, Williamson County, Texas;

THENCE S 68°21'05" W, with the South line of said 5.00 acre tract and the common North line of said 137.111 acre tract a distance of 471.85 feet to a 1/2-inch iron rod found, and continuing, on a total distance of 472.52 feet to the East right-of-way line of County Road 436 at the Southwest corner of said 5.00 acre tract and the Northwest corner of said 137.111 acre tract;

THENCE N 21°39'30" W, with said East right-of-way, passing at a distance of 491.82 feet a 1/2-inch iron rod found, and continuing a total distance of 526.65 feet to the Northwest corner of said 5.00 acre tract in said County Road 436;

THENCE N 68°26'12" E, with the North line of said 5.00 acre tract and the said South right-of-way line of County Road 436 part of the way, passing a 1/2-inch iron rod at a distance of 34.98 feet and continuing on the same course, a total distance of 399.19 feet to the POINT OF BEGINNING and containing 4.99 acres or 217,412 square feet of land more or less.

**GENERAL NOTES:**

- THE SURVEYOR HAS NOT ABSTRACTED THE SITE. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF TITLE COMMITMENT AND DOES NOT SHOW ALL EASEMENTS AND ENCUMBRANCES OF RECORD.
- BEARING BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET, DERIVED FROM GPS OBSERVATIONS.
- ALL 'CIRS' ARE 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "LANDPOINT" UNLESS OTHERWISE NOTED.
- THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT SHOT ELEVATION THAT IS LOCATED WITHIN 5 FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 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. 48491C0600F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 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.
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- A TEN FOOT (10') PUE ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
- WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY.
- WASTEWATER SERVICE IS PROVIDED BY: PRIVATE ON SITE SEPTIC FIELDS (OSSF).
- THIS SUBDIVISION IS NOT WITHIN THE ETJ OF ANY JURISDICTION.
- A 25 FOOT FRONT YARD SETBACK FOR ALL LOTS IS REQUIRED BY THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.
- 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.
- 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. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
- LOTS 1-3 MAY NOT BE FURTHER SUBDIVIDED.
- ONE-WAY CIRCULAR DRIVEWAYS SHALL NOT BE PERMITTED ONTO COUNTY ROAD 436.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET WHICHEVER IS LESS.
- 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.
- LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
- THE ACCESS EASEMENT ON LOT 3 WILL BE EXCLUSIVELY FOR LOT 3.
- 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.

**PRELIMINARY PLAT**  
LOTS 1-3, BLOCK A  
MEADOWS ADDITION  
BEING 4.99 ACRES IN THE  
WILLIFORD CARTWRIGHT SURVEY,  
ABSTRACT NUMBER 4  
WILLIAMSON COUNTY, TEXAS

**SURVEYOR:**  
**LANDPOINT**  
AUSTIN SUMMERS LLC  
P.O. BOX 117  
GEORGETOWN, TX 78627  
(254) 722-8610  
www.landpoint.net  
TBP.LS.REG.NO. 10194220

**OWNERS:**  
AUSTIN SUMMERS LLC  
P.O. BOX 117  
GEORGETOWN, TX 78627  
(254) 722-8610

**ENGINEER:**  
WA Civil, LLC  
223 West Wall Street,  
Suite 226 8th Floor  
Midland Towers,  
Midland, TX 79701  
(937) 272-5231

DATE: 9-05-2024  
SHEET 1 OF 1

ACREAGE:	4.99
PATENT SURVEY:	WILLIFORD CARTWRIGHT SURVEY, ABSTRACT NO. 4
BLOCKS:	1
LOTS:	3
SUBMITTAL DATE:	9/5/2024

X:\2023\23-2101\Working\Bases\Maps\23-2101-3075 CR 436-PRELIMINARY PLAT UPDATED 9-05-2024.dwg

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 09/17/2024

OWBC 60th anniversary

**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 recognizing September 2024 as Community Action Month in recognition of the 60 years of dedication and service to our community by Opportunities for Williamson & Burnet Counties.

**Background**

**Fiscal Impact**

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

**Attachments**

OWBC 60th Anniversary Proclamation

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:24 AM

Started On: 09/12/2024 08:10 AM



## PROCLAMATION

**WHEREAS**, the National Community Action Partnership is a national, 501(c)3 nonprofit membership organization that provides technical assistance, training, and acts as an informational clearinghouse to Community Action Agencies, and nonprofit and public groups, by providing best practices and proven strategies that strengthen low-income, disabled and senior persons making sure they participate in all programs for which they are eligible; and

**WHEREAS**, Opportunities for Williamson and Burnet Counties (OWBC) is this area's official Community Action agency having implemented myriad community services including early childhood education, assistance with utilities and food, family advocacy, and nutrition to those who need it.

**WHEREAS**, for 60 years, OWBC's Community Action program has made essential contributions across Burnet and Williamson Counties, inspiring a spirit of hope by creating opportunities for millions of low income and disabled people, as well as seniors, to be a part of the American Dream by lifting them out of poverty, and thereby stabilizing these individuals, thus improving their communities; and

**WHEREAS**, Community Action's uplifting work can be seen in 99% of all American counties; and

**WHEREAS**, Community Action builds and promotes economic stability as an essential aspect of supporting clients, thus enhancing communities and stabilizing homes, by providing financial assistance for households who need help covering their energy bills or through their programs that assist families trying to escape poverty through self-sufficiency programs of education, job-search assistance and case management focused on transitioning community members out of poverty; and

**WHEREAS**, Community Action strategies and innovative solutions evolve as the needs of individuals, families, and communities in cities, suburbs, and rural areas change; and

**WHEREAS**, Community Action is experienced in advancing opportunities by coordinating federal, state, local, and private resources to achieve effective results for people and communities; and

**WHEREAS**, Community Action is being recognized for 60 years of innovation, positive impact, and proven results for Americans.

**NOW, THEREFORE**, the Williamson County Commissioners Court does hereby proclaim September 2024 Community Action Month in recognition of the 60 years of dedication and outstanding results achieved by our own Opportunities for Williamson & Burnet Counties.

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**

**36.**

**Meeting Date:** 09/17/2024

Hold Public hearing on Archive Plan 2024-2025

**Submitted For:** Nancy Rister

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

**Department:** County Clerk

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

9:30AM Hold Public Hearing on the plan for the preservation and restoration of the County Clerk's Records Archive for 2024-2025.

**Background**

Hold public hearing for County Clerk Archive Plan 2024-2025.

**Fiscal Impact**

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

**Attachments**

Archive Plan 2024-2025

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:24 AM

Started On: 09/12/2024 09:38 AM

# **Archive Plan**

For Preservation and Restoration  
of Archived Records

for  
Nancy E. Rister, County Clerk

September 2024

## Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

## Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

*Williamson County Commissioners Court approved the \$5 fee on August 26, 2003 under agenda item #23. An increase to \$10 was made on 9/14/2021 and approved by Commissioners Court item#52.*

## Historical Data FY2001 – FY2022

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

*Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.*

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

The Delayed Birth Record Project was completed in December 2015. A total of 23 books were photographed and sent to Kofile for restoration. It averages 7 to 12 weeks for Kofile to complete the restoration process.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go-live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

In October 2016, there were 20 books sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks for the vendor to complete.

Staff completed reviewing the 2007 microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center. Microfilm is still a preferred medium because of the length of its service life.

In August of 2017, a shipment of “Plats” were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and were shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

For FY 2018-2019 the Archive Division finished reviewing the 2006 & 2016 microfilm which consisted of a total of 345 reels containing 1,692,442 images. The 2017 microfilm is currently being

created by the Texas State Library and should be available for review during the next reporting period.

Kofile completed digitizing the 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. The Archive Division completed the comparison of the Commissioner's Court Books to the Optical Character Recognition version. This consisted of 108 books with a total of 89,654 pages. A total of 19 books were sent to Kofile for restoration and encapsulation in January of 2019. In June of 2019 the books were received back from the vendor. Photostat Probate Minutes Volumes 69-141 which needed a special preservation treatment to keep the pages from sticking to each other. This method of creating books was dropped in the 1970's when they realized the unintended consequences when creating the books by using this method. We have the 2017 reels of microfilm completed as of the spring of 2017. Images for 2018 & 2019 were sent to the State Library for creation of microfilm. Images for 2020 and beyond will be sent to that the State Library's FTP site so they will be able to download weekly to be able to create film almost immediately instead of waiting to the end of a fiscal year.

For FY 2020-2021 We have three pallets of criminal records that we received from the warehouse that were preserved and reviewed once received. These are from the 1800's and early 1900's.

Storage room is becoming an issue. We will need to look at a larger facility to house the county historical records very soon. We are required by law to keep Commissioner Court records permanently as they continue to grow in size.

FY 2021-2022 All marriage licenses need to be on microfilm as well as the birth and death records. We have more books and thousands of Probate cases that need to be preserved. We will begin these projects but it may take almost ten years to complete just the thousands of Probate cases. A few more books will be preserved per State contract vendor. Books will need a place to be stored. There is no more room for planned roller shelving in the break room that was taken from us and remains unused. We will need a Records Building to house in a temperature controlled, humidity controlled, lighted with pest control services and other requirements as set forth by the Texas State Library & Archives for permanent record retention storage facilities.

FY 2022-2023 We are proofing the microfilm from the State on birth, death and marriage records we sent from through July 2022. We have taken photos of all the probate cases that we will be sending from 1906-1929 and will be shipping them to our vendor in October. The books have come back that we sent off last year, have been proofed for pages and they are all there. We will also start sending some of the Commissioners Court packets to be microfilmed and start analog backups of them as well. Again the Probate when we receive it back will be in book form and will not go back into the small pull drawers so we will need space for more roller shelving in the new building.

## **FY 2023-2024**

Images of all Probate documents through 1984 completed by US Imaging will be entered into the database. The next group of Probate cases ready for preservation will be picked up in October

providing we can get a purchase order. We have gone through the process of an Interlocal with Harris County and have started one with Bexar County if we need it.

## **FY 2024-2025**

The next group of Probate cases ready for preservation will be prepared for picked up. We are limited to \$500,000 by Purchasing on the BuyBoard program. Staff continues to review microfilm and prepare for the move next year. We have packed up and sent to the warehouse, after the smoke alarm scare, all of the books in the east storage room of the Justice Center.

## **2023 Revenue**

<b>Document Type</b>	<b>Forecast of # documents filed subject to fee based on 2023 filings</b>	<b>Anticipated maximum revenue at <b>\$10.00</b> per document</b>
Official Public Records	107,047	<b>\$1,070,470.00</b>

## **Proposed Budget of Expenses for 2024-2025**

Salaries for 5 people	\$287,535.13
Longevity	3,536.00
Merit/Retention	8,626.05
FICA	22,926.83
Retirement	48,101.40
Insurance	58,320.00
Workers Comp	449.55
Preservation of books	<u>600,000.00</u>
<b>Total</b>	<b>\$1,029,494.96</b>

### **LOCAL GOVERNMENT CODE**

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces

the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. **The commissioner's court shall publish notice of a public hearing on the plan in a newspaper** of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form:

"THE

COMMISSIONER'S COURT OF \_\_\_\_\_ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF \$ \_\_\_\_\_ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. [526](#)), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. [526](#)), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. [2716](#)), Sec. 2, eff. June 17, 2011. Acts

2011, 82nd Leg., R.S., Ch. 330 (H.B. [2716](#)), Sec. 3, eff. June 17, 2011.

From SB 526 79<sup>th</sup> Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

### **From HB 1513 83<sup>rd</sup> Legislature and AG Opinion GA1055**

Allowed for an increase in the Records Management Fee to \$10 maximum and the Records Archive Fee to a maximum of \$10 to be implemented on September 1, 2013. The Records Management fee went up to \$10 but the Archive fee stayed at \$5 as computer and software purchases also come out of RMF as well as salaries which deplete it. This bill had an expiration date of 9-1-2019 but the expiration date was removed by **SB658** and signed by the Governor on 6-14-2019.

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 09/17/2024

Take action on County Clerk's Archive Plan 2024-2025

**Submitted For:** Nancy Rister

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

**Department:** County Clerk

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on the plan for and the funding of the preservation and restoration of the County Clerk's Records Archive Plan 2024-2025

**Background**

Plan with changes to include plans for 2024-2025 Records Archive Plan for County Clerk records.

**Fiscal Impact**

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

**Attachments**

2024-2025 County Clerk Records Archive Plan

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:24 AM

Started On: 09/12/2024 09:47 AM

# **Archive Plan**

For Preservation and Restoration  
of Archived Records

for  
Nancy E. Rister, County Clerk

September 2024

## Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

## Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed \$10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

*Williamson County Commissioners Court approved the \$5 fee on August 26, 2003 under agenda item #23. An increase to \$10 was made on 9/14/2021 and approved by Commissioners Court item#52.*

## Historical Data FY2001 – FY2022

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

*Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.*

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation. Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

The Delayed Birth Record Project was completed in December 2015. A total of 23 books were photographed and sent to Kofile for restoration. It averages 7 to 12 weeks for Kofile to complete the restoration process.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go-live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

In October 2016, there were 20 books sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks for the vendor to complete.

Staff completed reviewing the 2007 microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center. Microfilm is still a preferred medium because of the length of its service life.

In August of 2017, a shipment of “Plats” were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and were shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

For FY 2018-2019 the Archive Division finished reviewing the 2006 & 2016 microfilm which consisted of a total of 345 reels containing 1,692,442 images. The 2017 microfilm is currently being

created by the Texas State Library and should be available for review during the next reporting period.

Kofile completed digitizing the 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. The Archive Division completed the comparison of the Commissioner's Court Books to the Optical Character Recognition version. This consisted of 108 books with a total of 89,654 pages. A total of 19 books were sent to Kofile for restoration and encapsulation in January of 2019. In June of 2019 the books were received back from the vendor. Photostat Probate Minutes Volumes 69-141 which needed a special preservation treatment to keep the pages from sticking to each other. This method of creating books was dropped in the 1970's when they realized the unintended consequences when creating the books by using this method. We have the 2017 reels of microfilm completed as of the spring of 2017. Images for 2018 & 2019 were sent to the State Library for creation of microfilm. Images for 2020 and beyond will be sent to that the State Library's FTP site so they will be able to download weekly to be able to create film almost immediately instead of waiting to the end of a fiscal year.

For FY 2020-2021 We have three pallets of criminal records that we received from the warehouse that were preserved and reviewed once received. These are from the 1800's and early 1900's.

Storage room is becoming an issue. We will need to look at a larger facility to house the county historical records very soon. We are required by law to keep Commissioner Court records permanently as they continue to grow in size.

FY 2021-2022 All marriage licenses need to be on microfilm as well as the birth and death records. We have more books and thousands of Probate cases that need to be preserved. We will begin these projects but it may take almost ten years to complete just the thousands of Probate cases. A few more books will be preserved per State contract vendor. Books will need a place to be stored. There is no more room for planned roller shelving in the break room that was taken from us and remains unused. We will need a Records Building to house in a temperature controlled, humidity controlled, lighted with pest control services and other requirements as set forth by the Texas State Library & Archives for permanent record retention storage facilities.

FY 2022-2023 We are proofing the microfilm from the State on birth, death and marriage records we sent from through July 2022. We have taken photos of all the probate cases that we will be sending from 1906-1929 and will be shipping them to our vendor in October. The books have come back that we sent off last year, have been proofed for pages and they are all there. We will also start sending some of the Commissioners Court packets to be microfilmed and start analog backups of them as well. Again the Probate when we receive it back will be in book form and will not go back into the small pull drawers so we will need space for more roller shelving in the new building.

## **FY 2023-2024**

Images of all Probate documents through 1984 completed by US Imaging will be entered into the database. The next group of Probate cases ready for preservation will be picked up in October

providing we can get a purchase order. We have gone through the process of an Interlocal with Harris County and have started one with Bexar County if we need it.

## **FY 2024-2025**

The next group of Probate cases ready for preservation will be prepared for picked up. We are limited to \$500,000 by Purchasing on the BuyBoard program. Staff continues to review microfilm and prepare for the move next year. We have packed up and sent to the warehouse, after the smoke alarm scare, all of the books in the east storage room of the Justice Center.

## **2023 Revenue**

<b>Document Type</b>	<b>Forecast of # documents filed subject to fee based on 2023 filings</b>	<b>Anticipated maximum revenue at <b>\$10.00</b> per document</b>
Official Public Records	107,047	<b>\$1,070,470.00</b>

## **Proposed Budget of Expenses for 2024-2025**

Salaries for 5 people	\$287,535.13
Longevity	3,536.00
Merit/Retention	8,626.05
FICA	22,926.83
Retirement	48,101.40
Insurance	58,320.00
Workers Comp	449.55
Preservation of books	<u>600,000.00</u>
<b>Total</b>	<b>\$1,029,494.96</b>

### **LOCAL GOVERNMENT CODE**

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces

the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner's court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. **The commissioner's court shall publish notice of a public hearing on the plan in a newspaper** of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form:

"THE  
COMMISSIONER'S COURT OF \_\_\_\_\_ COUNTY HAS DETERMINED THAT A  
RECORDS ARCHIVE FEE OF \$ \_\_\_\_\_ IS NEEDED TO PRESERVE AND RESTORE  
COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. [526](#)), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. [526](#)), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. [2716](#)), Sec. 2, eff. June 17, 2011. Acts

2011, 82nd Leg., R.S., Ch. 330 (H.B. [2716](#)), Sec. 3, eff. June 17, 2011.

From SB 526 79<sup>th</sup> Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

### **From HB 1513 83<sup>rd</sup> Legislature and AG Opinion GA1055**

Allowed for an increase in the Records Management Fee to \$10 maximum and the Records Archive Fee to a maximum of \$10 to be implemented on September 1, 2013. The Records Management fee went up to \$10 but the Archive fee stayed at \$5 as computer and software purchases also come out of RMF as well as salaries which deplete it. This bill had an expiration date of 9-1-2019 but the expiration date was removed by **SB658** and signed by the Governor on 6-14-2019.

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 09/17/2024

CTRMA Board Reappointment

**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 re-appointment of David Singleton to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors for a two-year (2) term commencing on January 1, 2024, and ending on December 31, 2025.

**Background**

Mr. Singleton is an original member of the CTRMA Board of Directors and was first appointed by the Commissioners Court in January 2003 to represent Williamson County. He is President of Southwest Land Services, Inc., a land planning and development firm based in Williamson County that has done both commercial and residential development since 1982. Mr. Singleton serves as the CTRMA's Board Treasurer and also is a member of the Planning Committee, Audit Committee and the Aesthetics Committee for appearance and beautification of roadways.

In addition to his service on the CTRMA Board, Mr. Singleton is a Seton Williamson Foundation Board Trustee, Envision Central Texas Board Member, Metro Board Member of the Williamson County YMCA and Member of the State Executive Committee of the Coastal Conservation Association.

Mr. Singleton has also served as a member of the Williamson County Bond Task Force, which directed the development of the successful \$350 million bond referendum for roadway infrastructure improvements in 2000, was a board member for the Cedar Park Chamber of Commerce, the Cedar Park Public Library, and served as interim Chair of the Board of the Lakehills Economic Development Corporation. He previously served as Director of Public Works for the City of Leander, where he was responsible for thoroughfare planning, including the coordination of the inter-local connection of major and minor arterials.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 09/09/2024

**Reviewed By**

Becky Pruitt

**Date**

09/09/2024 11:09 AM

Started On: 09/09/2024 10:24 AM

**Commissioners Court - Regular Session**

39.

**Meeting Date:** 09/17/2024

CAHFC Resolution

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Resolution Approving the Capital Area Housing Finance Corporation's Assignment of Private Activity Bond Authority to Texas Department Of Housing And Community Affairs.

**Background**

---

**Fiscal Impact**

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

**Attachments**

CAHFC Letter and Resolution

CAHFC DPA Program

Texas Home Buyer Program

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:18 AM

Started On: 09/11/2024 04:23 PM



August 28, 2024

Hal Hawes  
Williamson County, General Counsel  
Office of Williamson County Judge  
710 S. Main Street, Suite 101  
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation  
Single Family Mortgage Origination Program

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the "*Corporation*") has applied to the Texas Bond Review Board for an allocation of private activity bond volume cap (the "*Volume Cap Allocation*") to facilitate a single family mortgage origination program. The Corporation intends to assign a portion of the Volume Cap Allocation to the Texas Department of Housing and Community Affairs ("*TDHCA*") in connection with TDHCA's single family mortgage revenue bond programs. The Volume Cap Allocation, once assigned, will be used to provide a means of financing single family home mortgages for residents in the Corporation's jurisdiction.

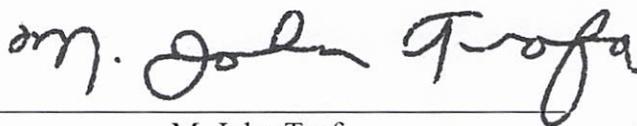
Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the "*Act*"), the County of Williamson, as a sponsoring political subdivision of the Corporation, must approve of the assignment of the Volume Cap Allocation by the Corporation to TDHCA. Accordingly, we are asking the Commissioners' Court of the County of Williamson to pass the attached Resolution at its next meeting in order to meet the requirements of the Act.

It is important to note that any bonds issued by TDHCA will be special limited obligations of TDHCA and neither the sponsoring political subdivisions of the Corporation nor the Corporation will be liable in any manner for the payment of such bonds.

Mr. Hawes  
Page 2  
August 28, 2024

Please review the Resolution and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please return two (2) copies of the signed Resolution to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Thursday, October 31, 2024.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

By   
M. John Trofa  
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

W. J. Deane

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND  
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY  
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE  
SUBJECT

WHEREAS, the Capital Area Housing Finance Corporation (the "*Corporation*") was created by the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the Texas City of San Marcos pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the "*Act*"); and

WHEREAS, by resolution adopted on June 12, 2024, the Board of Directors of the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$64,819,515 (the "*Reservation*"); and

WHEREAS, by resolution adopted on June 12, 2024, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs ("*TDHCA*"), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as a governmental unit that created the Corporation, the Board of County Commissioners of Williamson County, Texas (the "*Governing Body*") desires to approve the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the "*Assignment Agreement*"); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of a portion of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Williamson County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[*Execution page follows*]

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Judge Bill Gravell

(SEAL)

ATTEST:

\_\_\_\_\_  
County Clerk

Exhibit A

Exhibit A

## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CAPITAL AREA HOUSING FINANCE CORPORATION ("*HFC*"), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS ("*TDHCA*"), a public and official agency of the State of Texas.

### RECITALS:

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "*Act*"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the "*State*") is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the "*Allocation Act*").

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an "*Application for Reservation*") with the Texas Bond Review Board (the "*Bond Review Board*"), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “*Allocation Rules*”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 12, 2024, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of \$64,819,515 or such lesser amount as determined by HFC staff, with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of “State Ceiling” in connection with such Application for Reservation (the “*Reservation*”).

I. HFC has determined to (a) delegate to TDHCA HFC’s authority to issue bonds or mortgage credit certificates (“*MCCs*”) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that “a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes,” and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos (collectively, the “*Sponsors*”) pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

*Section 1. Assignment.* HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC’s right, title and interest in, to and under the Reservation (the “*Assignment*”), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2024 program year.

*Section 2. Consents.* HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

*Section 3. Expenses.* TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including all carryforward application fee and/or closing fees payable to the Bond Review Board.

*Section 4. Agreement.* In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by

TDHCA (“*Pooled Loans*”), and/or (b) My First Texas Home Combo Loans with MCCs (“*Combo Loans*,” and referred to herein together with the Pooled Loans collectively as “*HFC Loans*”), until an aggregate amount of \$37,319,515 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the combined total mortgage loan principal amount of the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis.

*Section 5. Fees.* TDHCA will pay an ongoing fee of 4.75 basis points (collectively, “*HFC Fees*”) of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.

*Section 6. Reporting.* Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

*Section 7. Governing Law.* This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

*Section 8. Severability.* The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

*Section 9. Entire Agreement; Amendment and Waiver.* This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

*Section 10. Counterparts.* This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

CAPITAL AREA HOUSING FINANCE  
CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A – TERM SHEET

**2024 Term Sheet  
Housing Finance Corporation Volume Cap Assignment**

Issuer:	Texas Department of Housing and Community Affairs (“TDHCA”)
HFC Partner:	Housing Finance Corporation (“HFC”)
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA (“Reservation”).
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC’s governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA (“Pooled Loans”), and/or (b) My First Texas Home Combo Loans with MCCs (“Combo Loans”, collectively “HFC Loans”).
Loan Prioritization	The HFC Loans shall be recorded on a first in first out (“FIFO”) basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	<p>TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.</p> <p>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.</p> <p>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.</p>
Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.
Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

**Mortgage Loan Program**

Exhibit A

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

**CAHFC/TDHCA DOWN PAYMENT ASSISTANCE PROGRAM (January 2021 to August 2024)**

<b>County &amp; City</b>	<b>Loan Count</b>	<b>Grant Assistance*</b>	<b>Total Loan Amount</b>
AUSTIN	2	\$ 12,500.00	\$ 616,133.00
BARTLETT	1	\$ 7,500.00	\$ 207,668.00
FLORENCE	1	\$ 2,000.00	\$ 184,594.00
GEORGETOWN	24	\$ 177,500.00	\$ 7,838,979.00
HUTTO	23	\$ 159,000.00	\$ 7,602,912.00
JARRELL	35	\$ 213,500.00	\$ 8,979,795.00
LEANDER	8	\$ 57,500.00	\$ 2,553,998.00
LIBERTY HILL	4	\$ 30,000.00	\$ 1,323,683.00
PFLUGERVILLE	1	\$ 7,500.00	\$ 348,320.00
ROUND ROCK	10	\$ 72,500.00	\$ 3,381,238.00
TAYLOR	17	\$ 95,000.00	\$ 4,224,589.00
WEIR	1	\$ 7,500.00	\$ 307,821.00
<b>WILLIAMSON TOTAL</b>	<b>127</b>	<b>\$ 842,000.00</b>	<b>\$ 37,569,730.00</b>

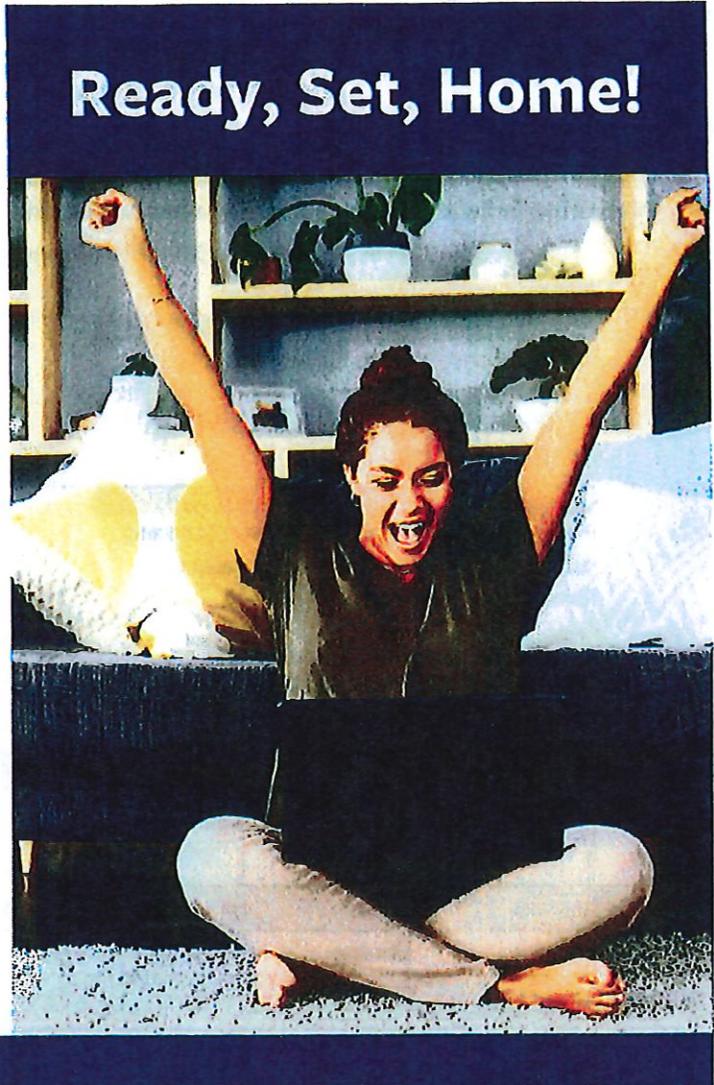
\* The grant assistance dollars are direct CAHFC funds investment into the program.



## The Texas Homebuyer Program

The Texas Homebuyer Program has partnered with the **Capital Area Housing Finance Corporation** in certain eligible counties in Texas to offer **FREE GIFT** Funds to be used in conjunction with the TDHCA Down Payment Assistance Programs.

You've done the hard work to qualify for a home mortgage. Now find out if you qualify for extra FREE gift funds, only available through the TDHCA Texas Homebuyer Program.



### What can you do with Gift Funds?

#### Closing Costs

Apply funds towards closing costs and reduce your cash to close.

#### Down Payment

Apply funds towards a higher down payment that could lower your monthly mortgage costs.

### See if you qualify today!

The funds are FREE and do not require repayment and can be used by combining with TDHCA Down Payment Assistance.

Do yourself a favor and ask your loan officer today about more details!

\*Income and Purchase Price limits apply by county.

**Home is closer than you think**

[TheTexasHomeBuyerProgram.com](http://TheTexasHomeBuyerProgram.com)

📞 1-800-792-1119

✉ [txhomebuyer@tdhca.texas.gov](mailto:txhomebuyer@tdhca.texas.gov)



## TDHCA AND CAHFC PARTNERSHIP ADDITIONAL DOWN PAYMENT ASSISTANCE

TDHCA has partnered with the Capital Area Housing Finance Corporation to make financing a first home more affordable to low to middle-income families. For any new or existing TDHCA DPA reservations in the counties listed below, additional down-payment assistance (DPA) is available!

Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, and Williamson are counties specific to the designated service area/jurisdiction of CAHFC.

The Additional DPA Gift Funds must be combined with the offerings available under TDHCA My First Texas Home or My Choice Texas Home.

Funds are on a first come first served basis and subject to funding availability. Income and Purchase price limits apply.

Funds are provided in the form of a gift - **no repayment required**. TDHCA's DPA will continue in the form of a deferred-repayable 2nd loan.

Funds are limited! Contact us today @ [TxHomeBuyer@tdhca.texas.gov](mailto:TxHomeBuyer@tdhca.texas.gov) to learn how to qualify!

My First Texas Home		Non-Targeted Areas			Targeted Areas		
Eligible Counties	Additional DPA Grant	Income Limit 1-2 Persons	Income Limit 3 or more persons	Purchase Price Limits	Income Limit 1-2 persons Targeted	Income Limit 3 or more persons Targeted	Purchase Price Limits Targeted
Bastrop	\$10,000	\$126,000	\$144,900	\$586,097	\$151,200	\$176,400	\$716,340
Blanco	\$10,000	\$91,600	\$105,340	\$510,939	N/A	N/A	N/A
Burnet	\$10,000	\$91,600	\$105,340	\$510,939	\$109,920	\$128,240	\$624,481
Caldwell	\$10,000	\$126,000	\$144,900	\$586,097	\$151,200	\$176,400	\$716,340
Fayette	\$10,000	\$91,600	\$105,340	\$510,939	\$109,920	\$128,240	\$624,481
Hays	\$5,000	\$126,000	\$144,900	\$586,097	\$151,200	\$176,400	\$716,340
Lee	\$10,000	\$91,600	\$105,340	\$510,939	\$109,920	\$128,240	\$624,481
Llano	\$10,000	\$91,600	\$105,340	\$510,939	\$109,920	\$128,240	\$624,481
Williamson	\$5,000	\$126,000	\$144,900	\$586,097	\$151,200	\$176,400	\$716,340

My Choice Texas Home		Conventional	Conventional	Govt. Loans Non-Targeted Areas	Govt. Loan Targeted Areas
Eligible Counties	Additional DPA Grant	Below 80% AMFI FNMA HFA Preferred or FHLMC HFA Advantage Any Family Size	Over 80% AMFI FNMA HFA Preferred or FHLMC HFA Advantage Any Family Size	Income Limit Any Family Size	Income Limit Any Family Size
Bastrop	\$10,000	\$100,800	\$157,500	\$157,500	\$176,400
Blanco	\$10,000	\$80,960	\$126,500	\$114,500	N/A
Burnet	\$10,000	\$74,000	\$115,625	\$114,500	\$128,240
Caldwell	\$10,000	\$100,800	\$157,500	\$157,500	\$176,400
Fayette	\$10,000	\$75,520	\$118,000	\$114,500	\$128,240
Hays	\$5,000	\$100,800	\$157,500	\$157,500	\$176,400
Lee	\$10,000	\$61,120	\$95,500	\$114,500	\$128,240
Llano	\$10,000	\$66,320	\$103,625	\$114,500	\$128,240
Williamson	\$5,000	\$100,800	\$157,500	\$157,500	\$176,400

**Commissioners Court - Regular Session**

**40.**

**Meeting Date:** 09/17/2024

Discuss, consider and take appropriate action on an exception to policy for position changes for Constable 2 Office

**Submitted For:** Jeff Anderson

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

**Department:** Constable Pct. #2

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an exception to policy for position changes for Constable 2 Office

**Background**

Attached is the spreadsheet for the transfer of salary dollars between positions. All of the transfers are within policy. The only exception is due to the request being past the deadline of February 15th, per policy

**Fiscal Impact**

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

**Attachments**

Constable 2 Salary Changes

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: James Thomas

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:17 AM

Started On: 09/11/2024 03:25 PM

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
Constable 2-0552	0278	12974	N/A	N/A	\$112,043.92	\$96,886.19	\$15,157.73	N/A	Reallocation of position budget to facilitate internal promotion and demotion, keeping prior service credit as allowed by policy. (Sergeant L3.14 to L3.5) Surplus salary from PCN 0278 to PCN 0283.	9/13/2024
Constable 2-0552	0283	15660	N/A	N/A	\$77,695.08	\$92,852.81	N/A	\$15,157.73	Reallocation of position budget to facilitate internal promotion and demotion, keeping prior service credit as allowed by policy (Deputy L1.5 to L1.14). Surplus salary from PCN 0278 to PCN 0283.	9/13/2024

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 09/17/2024

Transformative Justice Program Director Agreement with Texas Community Supervision Alternatives

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Agreement for Program Director for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervision Alternatives; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

**Background**

This is a renewal of the contract with Texas Community Supervision Alternatives, operated by Dean Eddy, to serve as the Program Director for the Williamson County Transformative Justice Program. The County has contracted with Texas Community Supervision Alternative for the past year to oversee this program. There were no changes made to this contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Program Director Legal Services Agreement

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

09/11/2024 01:36 PM

09/11/2024 01:52 PM

Started On: 09/11/2024 01:21 PM

**AGREEMENT FOR PROGRAM DIRECTOR SERVICES  
FOR  
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM**

This Agreement for Program Director Services for the Williamson County Transformative Justice Program (“Agreement”) is by and between Williamson County (“County”) and Texas Community Supervision Alternative, LLC (“Service Provider”).

**1. Description of Program and Purpose of Agreement**

1.1 The mission and vision of the Williamson County Transformative Justice Program (“Program”) is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults’ involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Service Provider’s provision of program management and director services for the Program.

**2. Term and Termination**

2.1 Term. The Term of this Agreement shall be from October 1, 2024 until September 30, 2025, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day’s written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Service Provider’s services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party’s termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

### **3. Scope of Services**

3.1 Service Provider agrees to provide the following Scope of Services in relation to the Program:

- a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating “systems” for initiating cases, maintaining documents, and corresponding with the participants .
- b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
- c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates with a goal of maintaining approximately 70-90 active participants
- d. Lead the program team comprised of case managers, attorneys, counselors, and partners
- e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
- f. Provide direct supervision and clinical supervision of case managers/counseling staff
- g. Oversee client participation in appropriate treatment and/or educational programming, such as substance abuse evaluations, drug education classes, diversion opportunity classes, and cognitive skill training.
- h. Facilitate multidisciplinary team meetings and partner meetings
- i. Supervise program case managers and counselors
- j. Lead court preparation including court reports and docket
- k. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
- l. Collect, report, and evaluate program output and outcome data
- m. Manage program budget including personnel, operating, and participant costs
- n. Lead collaboration with community partners including participation and presenting to local collaboratives
- o. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
- p. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
- q. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
- r. Communicate and participate with research partners in collecting and processing data
- s. Complete and submit all reports timely to satisfy grant funders

#### **4. Compensation**

4.1 County agrees to pay Service Provider the total not to exceed fee of \$286,300.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of \$23,858.33 each.

4.2 Service Provider agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at [jpelczar@wilco.org](mailto:jpelczar@wilco.org), or as otherwise designated, in writing, by County.

4.3 County's payment hereunder 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 Service Provider of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider 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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

#### **5. Independent Contractor**

5.1 It is expressly acknowledged that Service Provider is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Service Provider. Service Provider acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Service Provider shall pay all taxes, licenses, and fees levied or assessed on Service Provider in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Service Provider, Service Provider's agents, employees, and representatives. Service Provider agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which

the County may be required or deem it necessary to pay on account of employees of Service Provider. Service Provider agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Service Provider.

5.2 Service Provider shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Service Provider hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Service Provider acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

## **6. Representations and Warranties**

6.1 Service Provider represents and warrants that:

- a. Service Provider has the authority to sign and be bound by the terms of this Agreement; and

## **7. Responsibility for Acts and Omissions**

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

7.2 Service Provider expressly waives rights or claims of subrogation Service Provider may have against County.

## **8. General Terms**

8.1 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.

8.2 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.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Service Provider shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County  
Attn: County Judge  
710 Main Street  
Suite 101  
Georgetown, Texas 78626

Service Provider  
Texas Community Supervision Alternative, LLC  
Dean Eddy, LPC-S, LSOTP-S  
503 Main Street  
Georgetown, Texas 78626

With Copy To:  
Williamson County Juvenile Services  
Attn: Scott Matthew, MBA  
Executive Director  
200 Wilco Way  
Georgetown, Texas 78626

8.9 Program Director 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 Program Director which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Program Director agrees that County shall have access during normal working hours to all necessary Program Director 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 Program Director reasonable advance notice of intended audits.

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2024.

WILLIAMSON COUNTY

SERVICE PROVIDER

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

By:



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

Printed Name: Dean Eddy, LPC-S, LSOTP-S

Title: Presiding Officer of Williamson  
County Commissioners Court

Title: Managing Owner

**Commissioners Court - Regular Session**

42.

**Meeting Date:** 09/17/2024

Transformative Justice Program Legal Services Agreement with JR Hancock

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

**Background**

This is a renewal of Mr. Hancock's legal services agreement for the Williamson County Transformative Justice Program. Mr. Hancock has been serving in this role since the program's inception and his current contract expires on September 30, 2024. There were no changes made to this contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Legal Services Agreement-JRHancock

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

09/11/2024 01:53 PM

09/11/2024 02:39 PM

Started On: 09/11/2024 01:35 PM

**WILLIAMSON COUNTY  
TRANSFORMATIVE JUSTICE PROGRAM  
AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services (“Agreement”) is by and between Williamson County (“County”) and J.R. Hancock (“Defense Counsel”).

**1. Purpose**

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel’s provision of legal representation to participants who are accepted and receiving services (“Program Services”) in the Williamson County Transformative Justice Program (“the Program”).

**2. Term and Termination**

2.1 Term. The Term of this Agreement shall be from October 1, 2024 until September 30, 2025, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day’s written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party’s termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

### **3. Scope of Representation**

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

- a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
- b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
- c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
- d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
- e) Attend and advocate for the participant, at all Case Management, Multi-Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
- f) Attend any training requested or required by the Program;
- g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
- h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work a rotating "on call" schedule as scheduled by the Program Director. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

#### **4. Compensation**

4.1 County agrees to pay Defense Counsel a flat rate of \$4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at [jpelczar@wilco.org](mailto:jpelczar@wilco.org), or as otherwise designated, in writing, by County.

4.3 County's payment hereunder 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 Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel 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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

#### **5. Independent Contractor**

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

## **6. Representations and Warranties**

6.1 Defense Counsel represents and warrants that:

- a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;
- b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and
- c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

## **7. Responsibility for Acts and Omissions**

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

## **8. General Terms**

8.1 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.

8.2 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.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County

Attn: County Judge  
710 Main Street  
Suite 101  
Georgetown, Texas 78626

Defense Counsel

J.R Hancock, Attorney at Law  
601 Quail Valley Drive  
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services

Attn: Scott Matthew, MBA  
Executive Director  
200 Wilco Way  
Georgetown, Texas 78626

8.9 Defense Counsel 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 Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel 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 Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2024.

WILLIAMSON COUNTY

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

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

Title: Presiding Officer of Williamson  
County Commissioners Court

DEFENSE COUNSEL

By: J R Hancock

Printed Name: J.R. Hancock

Title: Attorney at Law

**Commissioners Court - Regular Session**

43.

**Meeting Date:** 09/17/2024

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Agreement for Legal Services for the Williamson County Transformative Justice Program between Williamson County and Jo Poentizsch; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code 262.024(a)(4).

**Background**

This is a renewal of Ms. Poentizsch's legal services agreement for the Williamson County Transformative Justice Program. Ms. Poentizsch has been serving in this role since the program's inception and her current contract expires on September 30, 2024. There were no changes made to this contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a cash match.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Legal Services Agreement-JPoenitzsch

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

09/11/2024 01:53 PM

09/11/2024 02:40 PM

Started On: 09/11/2024 01:41 PM

# **WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services (“Agreement”) is by and between Williamson County (“County”) and Jo Poenitzsch (“Defense Counsel”).

## **1. Purpose**

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel’s provision of legal representation to participants who are accepted and receiving services (“Program Services”) in the Williamson County Transformative Justice Program (“the Program”).

## **2. Term and Termination**

2.1 Term. The Term of this Agreement shall be from October 1, 2024 until September 30, 2025, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day’s written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party’s termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

## **3. Scope of Representation**

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

- a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
- b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
- c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
- d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
- e) Attend and advocate for the participant, at all Case Management, Multi-Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
- f) Attend any training requested or required by the Program;
- g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
- h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work a rotating "on call" schedule as scheduled by the Program Director. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

#### **4. Compensation**

4.1 County agrees to pay Defense Counsel a flat rate of \$4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at [jpelczar@wilco.org](mailto:jpelczar@wilco.org), or as otherwise designated, in writing, by County.

4.3 County's payment hereunder 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 Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel 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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

## **5. Independent Contractor**

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold

himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

## **6. Representations and Warranties**

6.1 Defense Counsel represents and warrants that:

- a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;
- b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and
- c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

## **7. Responsibility for Acts and Omissions**

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF DEFENSE COUNSEL OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

## **8. General Terms**

8.1 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.

8.2 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.

8.3 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County  
Attn: County Judge  
710 Main Street  
Suite 101  
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services  
Attn: Scott Matthew, MBA

Defense Counsel  
Jo Poenitzsch, Attorney at Law  
~~1112 South Rock Street~~  
~~Georgetown, Texas 78626~~  
1801 Williams Dr.  
Georgetown, TX 78628

Executive Director  
200 Wilco Way  
Georgetown, Texas 78626

8.9 Defense Counsel 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 Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel 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 Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

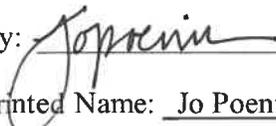
8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2024.

WILLIAMSON COUNTY

DEFENSE COUNSEL

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

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

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

Printed Name: Jo Poenitzsch

Title: Presiding Officer of Williamson  
County Commissioners Court

Title: Attorney at Law  
SBN 24042678

**Commissioners Court - Regular Session**

**44.**

**Meeting Date:** 09/17/2024

Award of #24RFP65 Payroll Services for Temporary Labor with Openwork LLC for the Elections Administration

**Submitted For:** Joy Simonton

**Submitted By:** Barbi Hageman, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP #24RFP65 for Payroll Services for Temporary Labor for the Elections Administration to the overall best respondent, Openwork LLC. and authorizing the execution of the agreement.

**Background**

The Purchasing Department solicited sealed bids under RFP #24RFP65 Payroll Services for Temporary Labor for Elections Department. There were ninety-one (91) document takers that reviewed the solicitation with fourteen (14) firms submitting responses. The evaluation team recommends awarding #24RFP65 to Openwork LLC due to extensive election hiring experience, customer service continuity and office in close proximity to allow for in-person support. Openwork LLC completed the response in its entirety, meets the requested scope of work, closely aligns with the desired system attributes and understands the needs of the Williamson County Elections Department. The budgeted amount is \$1,000,000.00 . This contract will be a four (4) year contract with two (2) additional one (1) year terms.

Funding is from 01.0100.0492.004100, 01.0375.0375.004100, 01.0376.0376.004100, 01.0377.0377.004100. Origination # 256. Department point of contact is Bridgette Escobedo.

**Fiscal Impact**

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

**Attachments**

- Agreement
- Price Proposal - Appendix A
- Appendix B
- Form 1295

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/11/2024 01:47 PM
County Judge Exec Asst.	Becky Pruitt	09/11/2024 01:51 PM
Form Started By: Barbi Hageman		Started On: 09/09/2024 08:51 AM
Final Approval Date: 09/11/2024		

---

---

## WILLIAMSON COUNTY SERVICE CONTRACT

24RFP65 Payroll Services for Temporary Labor for the Elections Department

---

---

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

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **24RFP65 Payroll Services for Temporary Labor for the Elections Department and the Service Provider’s Proposal Response**, which are incorporated herein as if copied in full.

Should the County choose to add services in addition to those described in 24RFP65 and Service Provider’s Proposal Response, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

### II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until for four (4) years (“Initial Term”), unless terminated earlier pursuant to this Contract. At the end of the Initial Term, the parties may renew the Contract, upon mutual agreement, for two (2) additional one (1) year terms, with the terms and conditions remaining the same.

**III.**

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in “**Cost Proposal Appendix A**” and “**Job Descriptions Appendix B,**” which is part of Service Provider’s Proposal Response. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**IV.**

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations)</i>	\$1,000,000	\$1,000,000

*and contractual)*

Aggregate policy limits: \$2,000,000

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

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

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

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

**V.**

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

**VI.**

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE,

WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

## VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

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

## IX.

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

## X.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas,

and the laws of the State of Texas shall govern all terms and conditions.

**XI.**

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

**XII.**

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

**XIII.**

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

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

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

**XVI.**

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

**XVII.**

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

#### XVIII.

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

#### XIX.

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

#### XX.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf](http://WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf) ([wilco.org](http://wilco.org)). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

#### XXI.

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

- A. 24RFP65 Payroll Services for Temporary Labor for the Elections Department;
- B. Service Provider's Proposal Response; 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:**

Openwork LLC  
\_\_\_\_\_  
Name of Service Provider

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

Arlaine Decrevel, Vice President Public Sector  
\_\_\_\_\_  
Printed Name

Date: September 4th, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 06 2024 Time: 4:53 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Sep 06 2024 Time: 9:08 am



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

Section D:  
Price Proposal

a. Appendix A

COST PROPOSAL APPENDIX A

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

<p>Mark-up percentage per hour for each position specified</p> <p style="text-align: center;">27 %</p>
--

Mark-up shall be based on the hourly rate provided by Williamson County on Appendix B herein.

Name and Address of Respondent: Openwork LLC

Telephone: (737) 263-2081 Email address: arlaine.decrevel@openwork.com

Signature: 

Printed Name: Arlaine Decrevel, MBA, PHR, SHRM-CP

Title: Vice President Public Sector



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*



*“Original Sealed Bid”*

**RFP No.: 24RFP65**

Issued By:

**Williamson County Purchasing Department**

For:

***Williamson County Elections Administration***

Bid Submittal Deadline: **August 15, 2024 at 2:00 p.m. Central Daylight Time (CDT)**

Prepared By:

**Arlaine Decrevel, MBA, PHR, SHRM-CP  
Vice President Public Sector  
Openwork Holdings, LLC**

7320 North Mopac Expwy, Suite 101  
Austin, Texas 78731

Ph: (737) 263-2081

E: [arlaine.decrevel@openwork.com](mailto:arlaine.decrevel@openwork.com)

[www.openwork.com](http://www.openwork.com)

## *Proposal for Payroll Services for Referred and Existing Labor for Elections*

### **Table of Contents**

	Pages
Cover Page	
Table of Contents	1 – 1
Section A: Letter of Transmittal	1 – 1
Section B: Resources and Location	1 – 10
Section C: Operational Information Requirements	1 – 10
1.1 Sample of New Hire Paperwork	1 – 15
1.2 Internal Staff	1 – 9
1.3 Verification of Ability	1 – 1
1.4 Verification of Accounting	1 – 1
1.5 Cancelled or Terminated Contracts	1 – 1
1.6 Pay Period	1 – 1
1.7 Processing Period	1 – 10
1.8 Customized Payroll Reports	1 – 8
Section D: Price Proposal	1 – 2
a. Appendix A	1 – 1
b. Appendix B	1 – 1
Section E: References and Similar Contracts	
a. References	1 – 3
b. Similar Contracts	1 – 3
Section F: Requested Forms	
a. Anti-Boycott Statement	1 – 1
b. Conflict of Interest Questionnaire	1 – 1
c. Certificate of Insurance	1 – 1



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section A:  
Letter of Transmittal**



August 15, 2024

Barbi Hageman  
Senior Purchasing Specialist  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

RE: RFP No.: 24RFP65 for Payroll Services for Referred and Existing Labor for Elections for Williamson County

Ms. Hageman,

We are pleased to submit our bid RFP No.: 24RFP65 for Payroll Services for Referred and Existing Labor for Elections for Williamson County ("County"), providing temporary employment services for various County departments and locations. Openwork LLC ("Openwork") is one of the leading staffing service providers in Texas for permanent, temporary, and temp-to-hire employees in the public, private, and non-profit sectors. Based in Austin, we are family-owned and have been proudly serving the Texas market since 1967, making us a destination of choice for local candidates seeking exceptional local service (which our reviews and industry awards attest to).

We understand the scope of work to be accomplished and request no deviations, assumptions, or exceptions from the RFP terms and conditions as applicable to the services proposed. The names of the person(s) making representations as the Respondent are included below, and the signatory of this letter is authorized to act as the Respondent for this RFP. This proposal is valid for ninety (90) days from the closing date of this RFP.

Our clients choose to partner with us to source, recruit and retain talent for their organizations. We have a long history of providing temporary staffing services, including a historical relationship with statewide and local governmental agencies in Travis County, Williamson County, and Harris County where we have provided temporary staffing services for decades. Openwork has a reputation of providing unparalleled service and partnership to our clients, which has proven to save them both time and money. We would take great pride in becoming a preferred vendor partner to the County and are committed to driving new and creative solutions to meet your staffing needs. We believe our proposal offers significant competitive differentiation and has the full commitment of our senior leadership team to deliver world-class staffing service support.

We look forward to a continuous and productive staffing partnership with you.

Sincerely,



Arlaine Decrevel, MBA, PHR, SHRM-CP  
Vice President Public Sector  
Openwork Holdings, LLC d/b/a Openwork (formerly Evins)  
7320 N Mopac Expy, Suite 101, Austin, TX 78731  
Direct: (737) 263-2081  
[arlaine.decrevel@openwork.com](mailto:arlaine.decrevel@openwork.com)



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section B:  
Resources and Location**



## Our Company

*Modern-day staffing, reimagined*

At Openwork we do things differently. Openwork is a candidate-focused staffing company on a mission to bring ease, accessibility, and thoughtfulness to an industry we have held a footing in for 50+ years. We believe there is more to life than livelihood, and that finding a dream job, career, or team is a good place to start. Openwork is here to elevate, streamline, and enrich the employee experience.

Based in Austin, Texas, Openwork is one of the oldest and largest privately owned Texas-based staffing and recruiting firms, employing nearly 10,000 field associates in 2023. Our predecessor company, Evins Personnel Consultants, was founded by Mary E. Evins in July 1967 and subsequently acquired by current ownership in August 2020 and rebranded to Openwork in December 2022. We operate across the southeast, with 85+ internal employees and offices located in Texas, Georgia, Mississippi, and South Carolina.

Through our Texas branches, we serve both local and regional clients, with a strong track record of sourcing, interviewing, and placing talent in remote locations. We have two locations serving the Greater Austin area. Our 5,500 square foot Austin office is our central hub, located on North Mopac in central Austin and handles both local and state-wide business. The Openwork Round Rock office is located close to North I-35 and recruits from all over Williamson, Bell, and northern Travis counties. The Openwork Houston office is located on Dacoma Street in Houston serving the Greater Houston area, Harris County, and surrounding cities and counties.

Throughout our history, we have served thousands of clients with temporary staffing, executive recruitment, and permanent placement services, and provide short- and long-term contingent workforce solutions for city, state, and county clients in Texas as well as with national private sector clients. Many of our temporary employees have been hired on by our clients as permanent employees. This is the ultimate recognition of good employee selection and service. Openwork also features in-house invoicing, payroll, and accounting services located in our Austin office to ensure all billing is handled promptly and efficiently.

Openwork is a regional leader in full-service workforce solutions and is considered by many clients as a “one-stop shop,” providing:

- Temporary Staffing Services
- Contract and Permanent Technical Placements
- Outplacement Consulting
- Skills Testing and Employment Prescreening
- Professional Recruiting Services
- Executive Search and Recruiting
- HR/Payroll Outsourcing Services
- Project/On-Site Management

## Recruitment and Staffing Service Experience

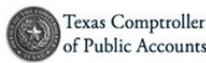
Our company has provided thousands of short- and long-term employees successfully for city, county, and state departments in over 100+ different positions, including:

- Public Administration / City Management
- Emergency Communications / Public Health
- Financial Management / Auditing / Accounting
- Legal / Human Resources / Consultants
- Sales / Professional Services / Marketing
- Public Works / Parks and Recreation
- Non-Profit Management
- Clerical / Office Administration
- Facilities / Production Management
- Information Technology / Engineering
- Transportation Services / Customer Service
- Community / Social Services / Healthcare

Openwork has long-standing public sector relationships with 50+ years of providing recruiting and staffing services to a variety of Texas local and state government clients, including cities, counties, school districts, and state agencies.

### State Agencies:

- Age of Central Texas
- Employees Retirement System of Texas
- Georgia Department of Behavioral Health
- Mississippi Department of Public Procurement
- State of Kansas Department of Administration
- Teacher Retirement System of Texas
- Texas Department of Criminal Justice
- Texas Comptroller of Public Accounts
- Texas Department of Protective Services
- Texas Department of Public Safety
- Texas Department of Transportation
- Texas Health and Human Services
- Texas Health Institute
- Texas Higher Education
- Texas Office of the Governor
- Texas Parks & Wildlife
- Texas State Board of Public Accountancy
- Texas Veterans Commission



Counties

- Clayton County
- Cobb County
- Hardin County
- Harris County
- Macon-Bibb County
- Orange County
- Tarrant County
- Tom Green County
- Travis County
- Williamson County

Cities

- City of Austin
- City of Acworth
- City of Cedar Park
- City of Georgetown
- City of Houston
- City of Hutto
- City of Kyle
- City of Leander
- City of Marietta
- City of Pflugerville
- City of Round rock
- City of San Angelo
- City of Smyrna
- City of Taylor
- City of Temple

School Districts / Colleges

- Austin Community College
- Austin Independent School District
- Bibb County School District
- Houston Community College
- Hutto Independent School District
- Leander Independent School District
- Pflugerville Independent School District
- Round Rock Independent School District
- San Angelo Independent School District
- San Angelo State College
- South San Antonio School District
- San Jacinto College District
- Texas School for the Blind
- Texas School for the Deaf
- University of Texas at Austin



RFP No.: 24RFP65

Payroll Services for Referred and Existing Labor for Elections

**What Sets Openwork Apart**

We take an ultra-personalized and comprehensive approach to hiring. We learn the ins and outs of your business and use that information to find our clients the best talent.

- Our Mission:** Helping build careers, companies, and communities, one person at a time.
- Our Vision:** A fulfilling career for everyone and the right talent for every organization.
- Our Values:**

**P**assion: We are people-people, fueled by helping others achieve their goals. Together, we can shape a better future for our team, talent, and clients.

**E**mpowerment: We all create and seek opportunities to learn and grow. By sharing knowledge and leading with empathy, we have a greater collective capacity for action and impact.

**O**wnership: We all take initiative to improve our company, use good judgment, and look to the long term.

**P**eople First: We always start with our customers (talent and clients) and actively work to earn their trust and exceed their expectations.

**L**eadership: We are all servant leaders responsible for staying connected to the details, insisting on the highest standards, and developing other leaders.

**E**xecution: We start with yes and figure out how with a sense of urgency. We fight for simplicity, rise to the occasion, and never settle when set back.

*We match candidates with their dream roles 12x faster than the average staffing company because we know you have things to do. We are here for the long haul. We take our job seriously, so we ensure the candidates and companies we work with do, too. We go the extra mile to make sure it is a good fit, and we will only match you with the very best!*

**Openwork Organizational Contact Information:**

Organization (contracting entity) full legal name:	Openwork LLC
Organization DBA name, if any:	N/A
Physical address of principal office location:	7320 N. Mopac Expy, Suite 101, Austin, Texas 78731
Physical address of <u>local</u> office location, if any:	1106 S. Mays St, Ste 215, Round Rock, Texas 78664
Mailing address:	7320 N. Mopac Expy, Suite 101, Austin, Texas 78731
Telephone number:	(512) 454-9561
Website:	www.openwork.com
Duns Number:	11-781-0972
Federal Employer ID Number:	85-2080179
Texas Taxpayer ID Number:	32075070659

## Openwork Parent Company Organizational Chart



### Openwork Holdings LLC:

- Openwork – Openwork is a subsidiary of Openwork Holdings LLC, offering full-cycle commercial staffing and payroll services in Texas, Georgia, California, North Carolina, and South Carolina.
- Aerospace Solutions – Aerospace is a subsidiary of Openwork Holdings LLC, offering world-class staffing and payroll services nationwide in IT and engineering, providing project solutions and technical expertise in the aerospace industry.
- QS Healthcare – QS is a subsidiary of Openwork Holdings LLC, operating in Great Bend Kansas, providing healthcare staffing services in allied health, travel, and contract nurses per diem, short- and long-term assignments or permanent placements.

Listed below is the Openwork’s principal office, locally owned and operated in Austin, Texas and the satellite offices that will be used to provide temporary staffing services for the County:

### Principal Office:

Openwork LLC  
7320 North Mopac Expressway, Suite 101  
Austin, Texas 78731  
Phone: (512) 454-9561  
Email: [hi@openwork.com](mailto:hi@openwork.com)  
Website: [www.openwork.com](http://www.openwork.com)

### Managing Partner: Stephen Santrach

**Type of Business:** LLC  
**State of Incorporation:** Texas  
**Date of Incorporation:** July 16, 2020  
**Number of Years in Business:** 4+  
**Principal Place of Business:** Austin, Texas  
**Number of Years at Principal Place of Business:** 57+

**Proposal / Contract Contact Information:**

Contact person:	Arlaine Decrevel, MBA, PHR, SHRM-CP
Title:	Vice President Public Sector
Email address:	arlaine.decrevel@openwork.com
Telephone number:	(737) 263-2081

**Openwork Office Locations:**

Austin Headquarter Office	Round Rock Satellite Office	Houston Satellite Office
7320 North Mopac Expy, Ste 101	1106 S. Mays Street, Ste 215	4740 Dacoma St, Ste D
Austin, Texas 78731	Round Rock, Texas 78664	Houston, Texas 77092
Phone: (512) 454-9561	Phone: (512) 320-8367	Phone: (713) 977-8555

Openwork has a strong presence in Texas with a total of three offices, a local office in Round Rock and headquarter office in Austin, ensuring the County with a high level of satisfaction through exceptional quality and dedicated customer service commitment. Therefore, Openwork is best suited for the County as temporary staffing and payroll needs.

Local Office Location in Texas
1106 S. Mays, Suite 215 Austin, Texas 78664 <i>**Primary Office for Managing the Contract</i>

**Referred and Existing Labor for Elections**

Position	Resumes in County	Resumes in Texas	Internal Candidate	Active Placements
Supervisor Early Voting (EV)	250+	1000+	717+	717+
Alternate Supervisor (EV)	250+	1000+	717+	717+
Clerks (EV)	450+	2000+	1500+	1500+
Student Clerks (EV)	250+	500+	100+	100+
Judge Elections Day (ED)	300+	1000+	993+	993+
Alternate Judge (ED)	300+	1000+	993+	993+
Clerks (ED)	450+	2000+	1500+	1500+
Student Clerks (ED)	250+	500+	100+	100+
Field Techs EV and ED	250+	1000+	154+	154+
Central County Judge	300+	1000+	993+	993+
Central County Alternate Judge	300+	1000+	993+	210+
Central Count (Inside)	250+	500+	114+	114+
Central Count (Outside)	250+	500+	114+	114+
Central County (Team Leader Outside)	250+	500+	62+	62+
Public Test	250+	500+	254+	254+
Judge Early Voting Ballot Board (EVBB)	300+	1000+	993+	993+
Alternate Judge (EVBB)	300+	1000+	993+	993+
Clerks (EVBB)	450+	2000+	1500+	1500+
Warehouse	450+	1000+	300+	300+
Data Entry/Scanning	250+	1000+	100+	100+
Phone Banks	250+	500+	100+	100+

## Openwork's Network and Resources

With a national network of branch offices across the United States we can recruit virtually anywhere. Openwork relies on its recruiting networks it has built with over its 57 years in the workforce solutions industry. Through our highly localized network, we can offer a deeper pool of talent. We know that sourcing the right talent is mission-critical for our clients, many of whom operate in the non-profit and public service sectors. A partnership with Openwork ensures that the temporary staffing services provided will be custom tailored and exceed the client's highest standards.

## Benefits of Partnering with Openwork

- **We are Texas** – Openwork has over three decades of experience in the Texas staffing market and a near century of combined experience on our operations team. Our relationships with Texas talent run deep in our local communities, and we believe our database is by far the most extensive in Central Texas. Unlike national competitors, foreign-owned offshore and subsidiary recruiting companies that claim to be local but are not, we will be filling orders, recruiting, and payroll from our physical office in Williamson County, staffed by Texans!
- **Available 24/7/365** – on-call staff will always be available. Clients never reach a call center. You can reach out to a real life Texan, any day, any time!
- **Very stringent hiring criteria** – only 3 out of 10 make it through our candidate screening process, so our clients can rest assured they are receiving a highly-vetted candidate. Each applicant to Openwork is carefully screened, and their experience, education, and credentials verified prior to employment. Each candidate undergoes an extensive pre-placement orientation and must meet all criteria prior to start.
- **Online portal available for convenience** – if desired, clients can quickly place requests, change requests, view schedule, and request credentialing via our client portal. Access to all information for your files, compliance, and annual surveys can be easily found within the portal.
- **On-staff Project Manager** – we have full-time Operations and Project Managers who provide oversight on candidate hiring and can assist with any issues that arise at our client facilities involving one of our field employees.

## Summary of Experience and Qualifications

Openwork has 50+ years of staffing and recruiting experience with an impressive 250,000 job placements, 20,000 active candidates and 78% talent NPS score in addition to our successful permanent placements each year across our Openwork family of staffing and recruiting teams. In 2023, Openwork was recognized for Best of Staffing Talent Satisfaction, Best of Staffing Client Satisfaction, and was recognized by Staffing Industry Analysts as one of the Fastest Growing Staffing Firms.



RFP No.: 24RFP65

Payroll Services for Referred and Existing Labor for Elections



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Openwork LLC  
803686278

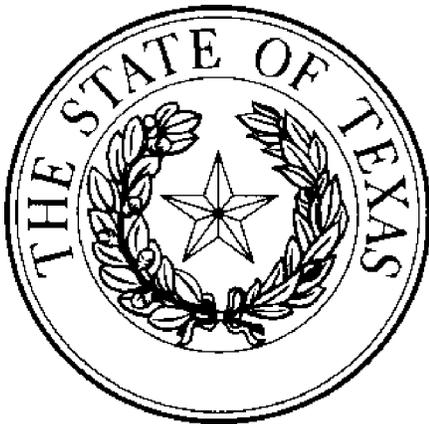
[formerly: Evins Group, LLC]

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 01/06/2023

Effective: 01/06/2023



A handwritten signature in black ink, appearing to read "Jose A. Esparza".

Jose A. Esparza  
Deputy Secretary of State

*Come visit us on the internet at <https://www.sos.texas.gov/>*

Fax: (512) 463-5709

TID: 10303

Phone: (512) 463-5555

Prepared by: Marisa Flores

Dial: 7-1-1 for Relay Services

Document: 1211587050002



**Request for Taxpayer Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Openwork LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>P</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>7320 North Mopac, Suite 101</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Austin, TX 78731</b>	
<b>7</b> 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.

<b>Social security number</b>									
			-			-			
<b>or</b>									
<b>Employer identification number</b>									
8	5	-	2	0	8	0	1	7	9

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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     Date **May 8, 2024**    Form **W-9** (Rev. 3-2024)

**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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



April 20, 2024

RE: Openwork, LLC, Staffing Agency

To Whom it May Concern:

Openwork has been a valued customer of The Bank of Austin since 03/2022.

The company is in excellent standing with the bank and has handled its accounts with the bank in a satisfactory manner. We have the highest regard for Openwork and its management team.

If you have any questions, please contact me at 512-956-5655 or [mruether@thebankofaustin.com](mailto:mruether@thebankofaustin.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Ruether".

Mark A. Ruether

Senior Vice President

Commercial Banking Relationship Manager

The Bank of Austin

8611 N. Mopac Expressway, Mopac Centre, Ste 101

Austin, Texas 78759



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**



## Recruiting and Customer Service Strategy

At Openwork, providing excellent customer service to our staff, our employees, and our clients is our top priority. Our passion is PEOPLE! We believe in what we do and the community we serve by building great careers, communities, and companies one person at a time. We are committed to meet and exceed the County's expectations as outlined in RFP No.: 24RFP65 Payroll Services for Referred and Existing Labor for Elections. Openwork accepts the terms and conditions without exception, deviations, or assumptions. Openwork will provide timely, responsive, reliable temporary personnel, temporary-to-hire, payroll and direct hire talent with the skills, knowledge and experience required to perform the duties, functions, and responsibilities for all County requested positions. Openwork has an average time to fill rate of 48-72 hours, depending on the role. We will present only the most qualified candidates, working as a dedicated HR business partner with the County's hiring managers, on each staffing request.

Openwork staff undergo a comprehensive internal training course and are trained in all facets of recruiting, interviewing, evaluation, customer service and selection of employees including employment law compliance and background screening with a pre-hire orientation and recruiting program customized for the County. This type of volume recruiting program has been a valuable tool for our similar clients requiring ongoing customized services. Potential candidates are pre-screened and evaluated against the County's employment criteria. This ensures that the candidate has a true interest in this type of work and environment. The information gathered in this proposal provides a foundation for the initial orientation developed and customized to the County's specifications.

Openwork has developed a comprehensive recruiting program utilizing a broad range of methods, including social-media and internet advertising, third-party job boards, internal database sourcing, job fairs, job referral organizations, candidate referrals, and other targeted recruitment sources. We personally interview an average of more than 150 new candidates per week and receive over 300 new resumes per week from which we identify and select those candidates who are outstanding in their qualifications. We have a robust referral pipeline and many of our applicants are referred to Openwork by a fellow employee, a client, or a training center.

Openwork maintains an active and highly visible online recruitment presence. We utilize several web-based recruiting sources including executive recruitment platforms dedicated to specific roles beyond the traditional job boards such as LinkedIn, Glassdoor, Indeed, Monster, Zip Recruiter, Career Builder, Craigslist, and other specialty websites and niche listings. Our website ([www.openwork.com](http://www.openwork.com)) also attracts many candidates who find us online as they are searching or researching the positions we post on our proprietary Openwork job board. We have a strong web presence and spend considerable resources on search engine optimization (SEO).

For decades, Openwork has provided career opportunities for job seekers. Openwork has an established referral network where generations of our talented current and former employees refer to Openwork as their preferred staffing agency. Our staffing specialists thrive in making real human connections, preferring to interview in person yet sourcing top talent through multiple resources and networks. As a technology-forward organization, Openwork attracts local, as well as regional and national candidates for a variety of open positions with our clients. Openwork uses social media and industry specific websites to draw in potential candidates for opportunities they may not find on their own. In addition to traditional recruiting, Openwork uses advanced talent acquisition technologies that feature on-demand video and text interviewing that is a quick, efficient, mobile-first way to engage candidates and build up our pipeline of qualified and available talent.

## **Our Community Comes First**

We believe good things start locally, just like we did. We also believe that everyone deserves the opportunity to find their dream career. That is why we have partnered with several local organizations in the communities we serve, participate in the Texas Workforce Commission's "We Hire Vets" and operate as a Second Chance employer. We are dedicated to helping develop our community. We have provided staffing support as well as charitable donations for over 30 years to the Salvation Army, Austin Women's Shelter and other disadvantaged non-profit organizations that serve our community.

## **Openwork's Diversity Recruitment Program**

Many candidates choose to work with Openwork because of our long-standing reputation for community involvement and our commitment to Diversity and Inclusion programs for the underserved and underrepresented individuals seeking a short or long-term job and/or career opportunity. As long-standing members of the HR profession and through our sponsorship of the local, state, and national Society for Human Resource Management (SHRM) associations, we pledge our commitment in providing job opportunities for a diverse pool of applicants in the communities we serve.

## **Equal Opportunity Employment**

Openwork provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, Openwork complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company operates.

This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, and transfers, leaves of absence, compensation, and training. Openwork expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expressions, national origin, age, genetic information, disability, or veteran status.

## **Openwork Offers Competitive Healthcare Options**

At Openwork, we are a "candidate first" organization and want to ensure our people feel taken care of. We offer employer-subsidized benefits to *all* our employees, including affordable medical, vision and dental insurance options. Our lowest cost medical plan through SBMA Benefits costs approximately \$20 per week and is very popular among our employees. We hear touching stories all the time about how our benefits impact the lives of our staff including a "second-chance" employee who was able to provide her daughter braces through the dental insurance she procured through Openwork.

## **Recruitment Requests**

All recruitment requests for the County will be sent via email, phone, or text message to a designated Openwork representative. Openwork will acknowledge each request within one (1) hour of receipt and provide a status update for the requested temporary staff within four (4) hours during Openwork's business hours and as soon as reasonably possible if the request is made after business hours to ask any necessary clarifying questions to understand the scope and requirements of the open position. Openwork will provide written confirmation via email to the designated representatives with the status of applicable and available qualified candidates.

## The Candidate Screening Process

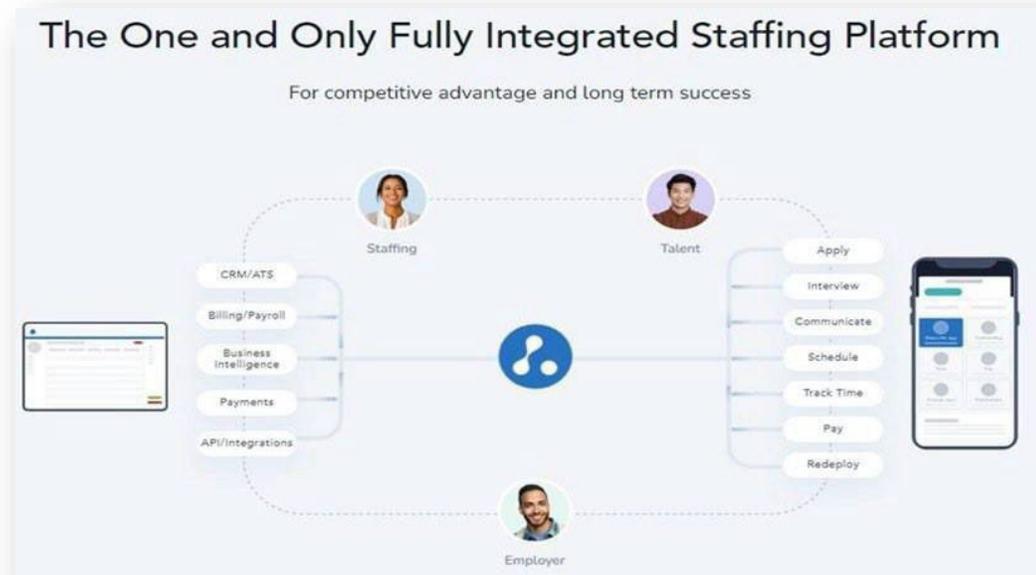
The Openwork candidate intake and screening process has been developed through our 50+ years of placement experience. The result is a qualified candidate that can be called upon as soon as needs are presented. This pre-qualified candidate base allows us to respond quickly to our clients' needs. Openwork will refer only those candidates that meet the County's established requirements and will submit detailed information related to the experience and qualifications of each candidate proposed.

Our comprehensive in-person behavioral-based interview is designed to determine applicant skill levels, personality, career goals, availability, and eligibility to work for the County. Customized testing and interview questions can be developed in cooperation with County departments. When a candidate passes all the required tests and requirements in our office or remotely, the candidate can then be presented to designated County Departments for review. This process results in a higher ratio of acceptable candidates and a more efficient process for the County.

Our skills assessment and evaluation software allow us to analyze the range and depth of an applicant's skills. Based on standardized instructions, automatic scoring and time limits, the results provide an accurate method of assessing an applicant's levels of proficiency or upgraded proficiency after training. This in-depth evaluation process ensures a thorough knowledge of each applicant's unique qualifications. Applicants are then graded in other relevant areas including maturity, conversation, personality, and attitude.

Specific representatives within our organization will be trained and assigned to handle the needs, facilitate communication, and ensure we are aligned on open positions. Senior staff will solicit feedback from the respective departments to maintain quality placements. Openwork also maintains records for all requests submitted by designated County representatives and invoices submitted for payment.

## Cutting Edge Recruitment Technology

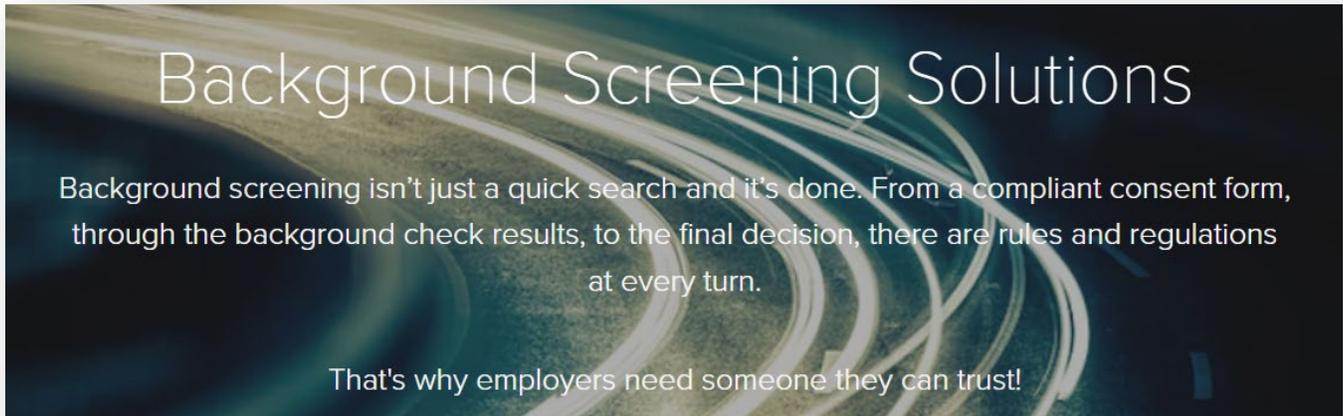


Openwork utilizes Avionte BOLD, an industry-leading Applicant Tracking System (ATS) to manage all aspects of the staffing and recruiting process, as well as payroll and billing. Avionte also includes many API-integrations to third-party job boards and candidate engagement and productivity tools utilized by our recruiters. We believe our database of candidates is the largest of any of our competitors in the local markets we serve, containing contact information, experience, education, and job history on more than 250,000 talent profiles.

We can search our database using granular criteria (education, skills, prior experience, etc.) to identify potential candidates and email or text a notification to them. This allows us to reach hundreds, or even thousands of candidates in a short period of time. We can also perform multi-level candidate searches utilizing skills coded to the candidate or through keyword or skill set searches of the candidates' resumes and Avionte profiles. With this unique sourcing feature, thousands of qualified resumes can be quickly searched to locate candidates with the sought-after attributes.

Avionte also has one of the most robust reporting platforms in the industry, which allows us to provide unparalleled transparency to clients, and customized reporting packages. A unique feature of this system is the document management and employee onboarding module. All applications and related candidate documents are digitally stored in the system, and candidate performance, skills, experience, and work history are automatically appended and updated to each candidate's profile.

## Background Checks, Drug Testing, and E-Verify



Openwork verifies candidates' social security numbers utilizing the Department of Homeland Security's E-Verify System. All Openwork candidates assigned to the County will complete a digital consent to undergo a pre-employment criminal background check with a nationally accredited Professional Background Screening Association (PBSA) provider.

Background checks are then reviewed for applicability to the hiring decision and employees will only be assigned if they meet the County's specific criteria. Background check sources may include criminal records database, a local, state, or national database, courthouse records from previous counties of residence, and any other source as requested by the County. Prior to placement, Openwork can also provide additional screenings such as fingerprinting and drug testing upon request.



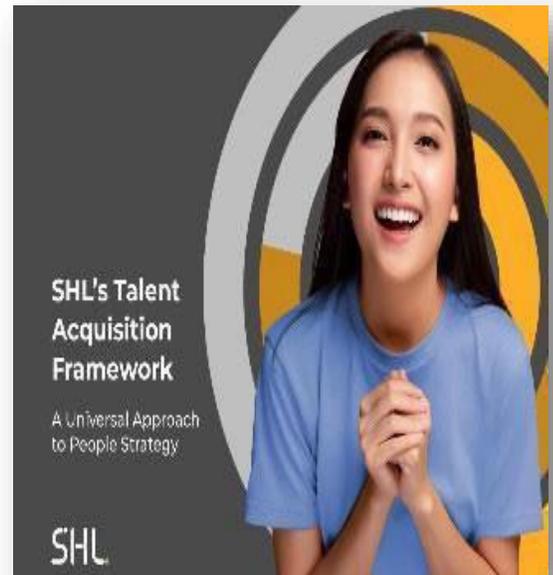
Openwork generally requires at least one reference of work quality from a recent employer prior to assignment. The reference may be obtained via email or phone. Any poor references or disciplinary actions are heavily weighted in the hiring process and may disqualify an applicant from assignment. A signed acknowledgement stating the type of pre-employment check(s) and clearance confirmation will be sent to the Workforce Services Department and designated County personnel prior to placing a candidate.

## Hiring and Selection Criteria

Applicants undergo a comprehensive personal interview with an Openwork staffing specialist trained in effective interviewing and screening techniques. This in-depth interview covers all necessary personal information, education, prior work experience, and job skills in detail.

Applicants can also be tested in all pertinent areas to evaluate their individual skills. Knowledge tests encompassing spelling, mathematics, vocabulary, reading comprehension may also be administered to candidates if requested. The comprehensive skills testing, leadership assessment, writing sample, oral presentation can assist in identifying those individuals who are most uniquely qualified for consideration for a selected role. With the assistance of the County, any pre- screening or skills testing package can be customized for each requested position with the County.

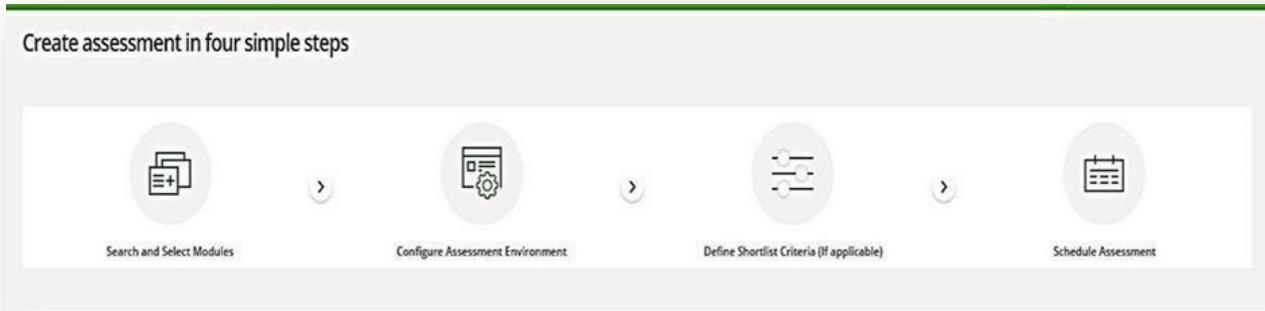
Openwork utilizes a combination of online skills testing via SHL, a leading vendor of skills and behavior testing software, and integrates into our Avionte Applicant Tracking System, archiving a history of talent assessments. SHL is used to evaluate a wide range of skills, including accounting, customer service, administrative, software, data entry, programming, and technical skills.



A global leader in people science and people answers, SHL is an online assessment used to screen candidates and test employees for a variety of positions. Each assessment provides a standardized, reliable, and unbiased measure of people's skills and capabilities. The tests are adaptive, which means the test score depends on the number of questions answered and their difficulty. The difficulty of the questions depends on how each one is answered, if you answer correctly the questions will be harder, and if you answer incorrectly the questions will be easier.

### SHL's Talent Acquisition Framework:

1. *Potential* – the candidate's capacity to develop into something great, an ability that is not yet realized, and is an important consideration in succession planning and promotability.
2. *Readiness* – the capabilities of a candidate relative to a specific job role on day one of the job. It comprises the hard and soft skills, and the knowledge that will allow an individual to be successful against the needs of a given right away.
3. *Fit* – the culture fit, company fit, and increasingly job fit or even team fit. The importance of fit increases if you would like to tackle turnover, drive higher engagement, or add rigor to the cultural experience of an employee.

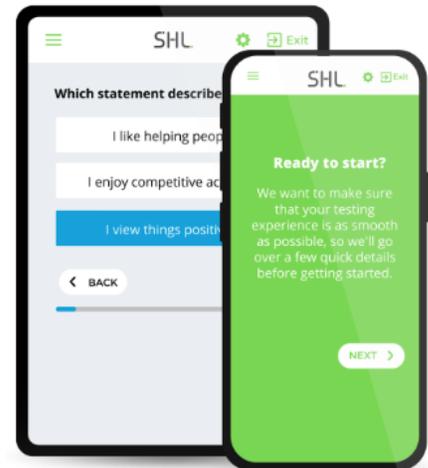


SHL's online assessments are designed with mobile-first technology to enable candidates and employees to easily complete them anywhere, at any time, on any device. SHL uses a match score to provide an overview of how a candidate or employee will perform in each assessment. Sample practice tests are available to preview online at <https://www.shl.com/shldirect/en/>.

SHL Direct

## Take Practice Tests

Ability tests and personality questionnaires are proven methods for assessing critical qualities for job success, such as solving problems, communicating effectively, and being innovative and creative. It's for these reasons that employers use such tests widely.



### Technology, Tools, and Reporting

Openwork has 200+ real time standard reports that are available for the County. Quality Assurance and Performance Reports can be provided at an agreed upon time monthly or upon request. Openwork can customize and provide employee satisfaction survey reports for employees working at the County based on requested criteria as well as the County's hiring manager, department, and human resource management client satisfaction survey reports to determine pain points for immediate improvement and identify best practices for a continuous strong partnership between the County and Openwork. Openwork can also provide insights and reports on staffing and workforce planning trends, salary and compensation surveys and talent acquisition insights as requested by the County, including status reports. The report will include the temporary employees' name, department/division assigned, requestor's name, position class, total number of hours worked, total cost, date placed, and dated assignment ended.

## Scope of Work: Specifications

Openwork will expeditiously supply the County with high quality, cost-effective, and professional staffing services, supporting the County's mission. Openwork will provide qualified, skilled, temporary- to-hire staffing and payroll services as requested based on the County's needs. All work performed will conform to the County's recruitment process, requirements, and policies.

Openwork will meet or exceed the following responsibilities:

- ✓ Qualified to do business in the State of Texas.
- ✓ Comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities.
- ✓ Follow the County's hiring guidelines in seeking qualified candidates who meet the minimum standards and preferred qualifications.
- ✓ Screen and interview qualified candidates.
- ✓ Collect and review transcripts, writing samples, or other documents, as necessary, from applicants.
- ✓ Complete employment reference checks in accordance with County guidelines.
- ✓ Coordinate interviews between applicants and County departments, as needed.
- ✓ Ensure all applicants referred to the County have submitted appropriate information necessary for the County's onboarding process.
- ✓ Process Assigned Employee's weekly salary and statutory costs such as FICA, Withholding, SUTA, FUTA, Worker's Compensation Insurance, and ACA compliance.
- ✓ Maintain open and interactive communication with the County.

In addition, upon the County's request for staffing services, Openwork will:

- Respond within 1 hour upon receipt of notification and acknowledge receipt of the County's request during business hours, Monday – Friday from 8:00 a.m. – 5:00 p.m. and within the next available business day if received after business hours. *\*\*An on-call representative can be available upon client request.*
- Respond immediately to requests for resumes, typically within two (2) business days which are compliant with the requested job duties and descriptions.
- Provide a sufficient pool of resumes for the County or recommend a candidate to address specific requested job duties and descriptions.
- Adhere to the County's physical and data security guidelines. All selected staff, as provided by Openwork, will adhere to the County's standard work environment and procedures.
- Provide administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, including the provision for the distribution of payroll time sheets and checks for all temporary employees provided within this contract.
- Provide immediate access to reports measuring absenteeism, turnovers, overtime hours, and payroll; or any customized reports for each employee assigned to the County.
- Provide the resources and knowledge to understand the County's business, to ensure accurate evaluation of the staffing requirements and be able to respond quickly to the needs of the requesting department.
- Provide temporary employees who are fully documented and authorized to work in the United States and will provide an attestation for such documentation to the County upon request.
- Maintain appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of the County's data.

## Customer Satisfaction: Problem-Solving Critical Areas or Issues

Openwork seeks to be a true thought-partner with the County to drive increased efficiency, better retention, and ultimately lower cost. To facilitate the identification of critical or problem areas, the Openwork project manager, secondary contact, and staffing team will communicate regularly with County HR and Hiring Managers via phone, email, and in person as needed or requested. Openwork's Project Manager will facilitate communications in a timely manner with the County to mitigate and resolve any issues or areas of concern. Problem areas will be addressed immediately, and corrective action will be documented and communicated to County staff as needed.

### Openwork will ensure the following:

- Openwork meets and exceeds the County's expectations when placing talent on assignment.
- Openwork temporary employees assigned to the County adhere to an agreed-upon work schedule, as determined by a designated County representative.
- Openwork temporary employees assigned to the County report to the assigned work location at the agreed-upon start time. No payment will be made for lunch hours, illness, late arrival, early departure, or for any time when work is not actually being performed.
- Openwork enhances customer satisfaction by improving operational efficiencies by soliciting the County's feedback, implementing quality checks, and reviewing employee performance.
- Openwork complies with local, state, and federal rules and regulations.
- Openwork assigned Service Rep / Project Manager(s) will address immediate and emerging requirements.
- Service Rep / Project Manager(s) will receive orientation prior to assignment, be familiar with contract details, County rules and regulations, and contract requirements.

### Openwork Service Rep / Project Manager(s) will provide the following minimum services:

- Be responsible for and facilitate the relationship between the County and Openwork's local and corporate team.
- Achieve understanding of the County's business processes, rules, and requirements.
- Identify temporary employment opportunities in coordination with the County and provide strategic consulting.
- Provide support to Openwork's temporary employees and County HR / Hiring Managers, facilitate issues resolution, and help identify savings opportunities.
- Provide project management and oversee Openwork's resource utilization.
- Identify and communicate the County's requirements within Openwork's organization.
- Openwork will cooperate fully and assist in the investigation and resolution of any complaint, claims, actions, or proceedings involving Openwork's temporary employee.
- Openwork will immediately notify the County of any injury or accident occurring while assigned to the County performing related work and any claim for worker's compensation benefits.
- Notify the County via designated call-out phone number if a temporary employee is unable to arrive at the agreed-upon start time for work due to illness, running late, etc. within one (1) hour of the agreed-upon start time.
- When a County representative notifies Openwork that a temporary employee is unsatisfactory, Openwork will contact the temporary employee as soon as possible (no more than one hour post notification) to inform the temporary employee that his/her assignment has ended with the County.
- Openwork temporary employees will return all County equipment to the County's Hiring Manager or their designee or the County's Security Office immediately upon termination of their assignment.

## Openwork Quality Assurance Program

Openwork's quality assurance program was redesigned in 2024 to better align with our new brand, mission, vision, values, and expansion of our organization to better serve our talent, clients, and communities. As the former Chief Executive Officer of Evins Group, LLC and Regional Vice President of the Openwork Texas commercial staffing division, Arlaine Decrevel in her role as Vice President Public Sector will lead and oversee the quality assurance program for the County during the contract term. Openwork's Texas Regional Vice President, Armida Espino, along with key personnel assigned to the County in the Texas region staffing team will follow and implement the quality assurance program and methodology as outlined below.

Openwork's quality assurance program centers on two key areas:

1. The quality of the talent placed in a role at a client.
2. The overall service being provided at every level by Openwork.



At Openwork, our team understands that talent quality and service quality are top considerations for the County. As a staffing service provider, Openwork is dedicated to serving the County as a valued staffing partner and premier client. While dealing with people, there can never be 100% assurance that the talent Openwork provides is always the right match, there are steps the Openwork team will take to ensure the most qualified candidates are presented to the County.

### Quality of the Talent:

- a. *Assignment Needs Analysis* – includes a proper assessment of the client and open position before searching for available candidates. Openwork's staffing specialists will receive an orientation and training on the County's services, working environment, culture, open position job description, specific requirements, disqualifiers, written presentation, hiring manager interview and candidate selection process.
- b. *Candidate Screening* – to ensure a candidate is the right fit for the client, Openwork's staffing specialists will complete all required pre-screening, i.e., video interviewing, skills assessments, reference, background, and other required checks, in person behavioral and situation interviews, talent, and behavioral assessment tools.
- c. *Skills assessments* – help to determine a candidate's ability to perform certain tasks or ability to use certain skill sets and their corresponding skill level, mirroring the client's work environment and open position as closely as possible. Openwork can also work with the hiring manager, if desired, to take the test to determine the accuracy and level of quality of the testing system, creating a customized benchmark that candidates must meet before moving forward in the screening process.
- d. *Reference, Background and Other Checks* – reference checks will be performed by Openwork's staffing specialists, providing a firsthand account of the candidate's ability to do the specific job. Openwork will run the standard national background checks, as well as any other checks as requested by the client.
- e. *Interviews* – Openwork has 50+ years of experience sourcing, interviewing, and selecting qualified candidates. Each staffing specialist sorts through hundreds of resumes and interviews dozens of candidates a week. They know how to ask the right interview questions to assess a candidates' skills, assess how they will perform in a new work environment, and how they handled challenges in past roles.
- f. *Talent and Behavioral Assessment Tools* – upon request, Openwork can conduct talent and behavioral assessments to provide deeper insight into a candidate's personality. These tools can reveal a candidate's behaviors, attitudes, personality, expectations, and ability to handle stress or change.

Quality of the Service:

- a. *Quality Control Checks* – include communications via phone or email with County hiring managers, supervisors, and/or Human Resources to monitor each new and ongoing assignment. These checks are typically first and second day arrival calls, end of the first week check-in, and once a month check-in calls by the Openwork Service / Project Manager or Staffing Specialist assigned to the County. Each call includes brief questions that are designed to assist Openwork and the County in securing a successful placement, to address performance or behavioral issues early on, solicit feedback on services provided, respond to any candidate or the County’s concerns, and gather information to prepare for any future staffing requests.
- b. *Reporting* – Openwork will monitor various key performance indicators (KPIs) such as duration of assignment, turnover, conversions, and other service quality reports for periodic reviews with the County.
- c. *Surveys* – Openwork depends on surveys and client feedback to assess how well we are meeting client, talent, market, and organizational customer service goals. Surveys, referrals, and social media reviews assist in finding the best areas for improvement and taking quick action to remedy any breakdowns in providing quality of talent and service.
- d. *Performance Reviews* – Openwork will meet with the County team as often as desired to review the service provided. The meeting allows for open and honest dialogue, giving the County and Openwork the opportunity to collaboratively discuss challenges and propose new initiatives for quality improvement.
- e. *Key Performance Indicators (KPIs)* – Openwork will collaborate with the County to communicate and monitor the key performance indicators for each talent placed in a County role. Openwork will use key performance indicators such as time to fill, turnover rates, and conversion rates to measure service quality. KPIs are typically reviewed on a weekly, monthly, and/or quarterly basis.
- f. *Service Level Guarantees* – Openwork will meet or exceed the performance expectations outlined in RFP No.: 24RFP65 Payroll Services for Referred and Existing Labor for Elections for the County.

**Communication Plan**

Upon execution of an awarded contract, Openwork and the County will set up a kickoff meeting with Openwork’s project manager. At the kickoff meeting, the County and Openwork will review all the terms of the contract and discuss:

- How to perform all the tasks outlined in the Contract.
- Deliverables of the Contract.
- Timing and delivery of the Contract deliverables.
- Required forms, such as insurance certificates.
- Contract terms.
- Invoicing requirements.
- Performance monitoring.
- Contract close-out process.

Openwork will communicate via email and phone with the County’s Leadership Team. Day to Day activities will be between the County’s Leadership Team or designee and Openwork’s designee(s) assigned to the County. Any escalation will be sent to the County’s Account Manager and Openwork’s Contract Manager. On a periodic basis, Openwork’s Service / Project Manager(s) will meet with the County’s Leadership Team to discuss completed, ongoing, and upcoming projects or research needs via in person or via conference call. More frequent meetings may be required if either the County or Openwork deems them necessary to ensure a project’s successful completion.

*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.1 Sample of New Hire Paperwork*

## Sample Online Onboarding Packet

Welcome to the Openwork Onboarding Process for the Williamson County Elections!

Openwork wants to make the onboarding process as easy as possible for everyone participating as an election worker in the upcoming elections. The onboarding process takes about 10 minutes to complete and will require a computer or smart device with internet access. If you do not have access to the internet or a computer, please let us know and we will assist you in locating a free access point in your area.

Openwork's onboarding process is completed via a secured network portal via our proprietary applicant tracking system called Avionte BOLD. When Openwork receives an application to participate in the Williamson County Elections, a portal specific to each applicant is created so that Openwork can send the required documents necessary to successfully onboard you as an Openwork employee working on behalf of Williamson County elections. These documents, required to meet all Federal, State, and local employment requirements for private employers. These documents include; **Application, I9-Employment Authorization, Pre-screening Authorization, IRS W4 Form, Direct Deposit Information, and Openwork and Williamson County Policies and Procedures.**

Once this portal is created, you will receive a "Welcome" email with login instructions. Please note, the email will be sent to the email you provided to Williamson County during the application process. ***\*If you would like the "Welcome" email to go to an alternate email, please let us know.***

To contact Openwork with any questions or concerns, please feel free to call or email us at:

Phone: (512) 320-8367 or Email: [wilco@openwork.com](mailto:wilco@openwork.com)  
Please reference code: Wilco Election Worker

Thank you for your time and service, we look forward to working with you!

~ **The Openwork Team**



How to Complete the I9- Employment Authorization

To successfully complete your on-boarding packet, Openwork, as employer of record, will need one or more of the Acceptable Documents listed below in order to process and payroll any hours worked while on assignment with Williamson County.

Examples of these Acceptable Documents include:

1. One (1) Document from List A; or
2. Two (2) Documents from List B

**LISTS OF ACCEPTABLE DOCUMENTS**  
**All documents must be UNEXPIRED**

Employees may present one selection from List A  
 or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI	7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security		
	8. Native American tribal document			
	9. Driver's license issued by a Canadian government authority			
	<b>For persons under age 18 who are unable to present a document listed above:</b>			
	10. School record or report card			
	11. Clinic, doctor, or hospital record			
	12. Day-care or nursery school record			

- The first box that will pop-up in the portal when completing the I9 will ask if you are using a "Preparer or Translator". **\*\*For Parent's (Student Poll Workers 16 Years of Age) you will enter your email address in the box provided. (example below)**

- Parent's once you enter your email address, you will be redirected to the actual e-document to be completed.

## Form I-9 (Rev. 10/21/2019)

If someone is helping you complete the I-9, enter their email address below, otherwise select Continue. You will be navigated to a partner site, Adobe® Sign, to complete your I-9 document.

To complete the Form I-9 (Rev. 10/21/2019), you will be navigated to a partner site, Adobe® Sign.

Preparer/Translator Email Address

Once you have completed the forms, you will be redirected back to this site. All forms must be signed when presented.

Cancel

Continue

- Parent's, you will complete the document for your minor. Enter their name and required information in Section 1.

**Section 1. Employee Information and Attestation** (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) <b>Adams</b>		First Name (Given Name) <b>John</b>		Middle Initial <b>A</b>	Other Last Names Used (if any) <b>N/A</b>	
Address (Street Number and Name) <b>123 2nd Street</b>			Apt. Number <b>1</b>	City or Town <b>Braintree</b>		State <b>MA</b>
ZIP Code <b>20002</b>		Date of Birth (mm/dd/yyyy) <b>10/30/2010</b>	U.S. Social Security Number <b>123 - 45 - 6789</b>	Employee's E-mail Address <b>jadams@email.com</b>		Employee's Telephone Number <b>202-111-2222</b>

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input checked="" type="checkbox"/> 1. A citizen of the United States	QR Code - Section 1 Do Not Write In This Space
<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.	
1. Alien Registration Number/USCIS Number: _____ <b>OR</b> 2. Form I-94 Admission Number: _____ <b>OR</b> 3. Foreign Passport Number: _____ Country of Issuance: _____	

- Signature of Employee will not be your name or your minor’s name. Instead, when the signature box populates, you will type, “Individual Under Age 18”.

Signature of Employee <i>Individual Under Age 18</i>	Today's Date (mm/dd/yyyy) <b>04/01/2020</b>
--	---

- Once you click “Apply” in the signature box, an additional e-document will populate. (example below):

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.  A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator * <i>Click here to sign</i>	Today's Date (mm/dd/yyyy) <b>06/23/2023</b>
Last Name (Family Name) *	First Name (Given Name) *
Address (Street Number and Name) *	City or Town * State * ZIP Code *

- Parent’s, you will complete the “Preparer and/or Translator certification with your information in the e-document that populates. (example below)

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.  A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

Signature of Preparer or Translator <i>Martha Washington</i>	Today's Date (mm/dd/yyyy) <b>04/01/2020</b>
Last Name (Family Name) <b>Washington</b>	First Name (Given Name) <b>Martha</b>
Address (Street Number and Name) <b>123 1st Street</b>	City or Town <b>Charles City</b> State <b>VA</b> ZIP Code <b>20001</b>

- Then click the blue “Continue” button at the bottom of the screen.

By clicking continue, I acknowledge that I have read and agree to the Adobe [Terms of Use](#). See our [Privacy Policy](#) for details on our privacy practices.

Continue

- You are all set! The I9 has been completed and you will now be redirected to the Avionte Portal to complete the remaining documents.

## Openwork Payroll Application for Williamson County

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Williamson County Election Workers:

Williamson County has contracted with Openwork (openwork.com), to provide payroll processing services for Williamson County election workers. For Openwork to pay Williamson County election workers, you must complete and sign the **Openwork Employee Onboarding Packet**.

This packet includes a short application, employee policies, direct deposit, W-4 Form, and I-9 Form. To process the I-9 form, you must present identification, which is explained in the packet. Once the paperwork is processed, your information is entered into Williamson County's system for eligibility for any future elections.

### Weekly Payroll Processing:

1. Openwork employees are paid each Friday for all hours worked and approved for the previous week.
2. Openwork employees have the ability to receive their weekly pay via direct deposit, pay card, or by check. Openwork strongly encourages employees to use direct deposit. To update your direct deposit, you can request a new form electronically to a secured Openwork account to complete online.
3. Openwork employees will be notified of their weekly pay period deposit (if any) via email. Openwork employees can also log in to their online Openwork account to view paystubs for current and prior years, as well as access to W2's (if applicable).
4. For urgent issues that need resolution immediately, Openwork employees on assignment as a poll worker with Williamson County can reach out to Openwork's Round Rock office, or Openwork's payroll department.

Round Rock Office: (512) 320-8367  
 Payroll Office: (512) 615-7805  
 Email: wilco@openwork.com

I have read and fully understand the above statements regarding Openwork's agreement to provide payroll processing services for Williamson County election workers. I understand and will comply with Openwork and Williamson County's policies and procedures.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date



Employment Eligibility Verification
Department of Homeland Security
U.S. Citizenship and Immigration Services

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in Section 1, or specify which acceptable documentation employees must present for Section 2 or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.

Form section for employee information including fields for Last Name, First Name, Middle Initial, Other Last Names, Address, Date of Birth, U.S. Social Security Number, Employee's Email Address, Employee's Telephone Number, and attestation checkboxes for citizenship status.

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign Section 2 within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

Table for Section 2 documentation verification with columns for List A, List B, AND, List C, and Additional Information. Includes fields for Document Title, Issuing Authority, Document Number, and Expiration Date.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

Form section for employer certification including fields for Last Name, First Name and Title of Employer or Authorized Representative, Signature of Employer or Authorized Representative, Today's Date, Employer's Business or Organization Name, and Employer's Business or Organization Address.

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

Form **W-4**

**Employee's Withholding Certificate**

OMB No. 1545-0074

Department of the Treasury  
Internal Revenue Service

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

**2024**

<b>Step 1:</b> <b>Enter Personal Information</b>	(a) First name and middle initial	Last name	(b) Social security number
	Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying surviving spouse <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App).

**Step 2: Multiple Jobs or Spouse Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

<b>Step 3:</b> <b>Claim Dependent and Other Credits</b>	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$ _____		
	Multiply the number of other dependents by \$500 . . . . . \$ _____		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here . . . . .	<b>3</b>	\$ _____
<b>Step 4 (optional): Other Adjustments</b>	(a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .	<b>4(a)</b>	\$ _____
	(b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .	<b>4(b)</b>	\$ _____
	(c) <b>Extra withholding.</b> Enter any additional tax you want withheld each pay period . . . . .	<b>4(c)</b>	\$ _____
I claim exemption from withholding for 2024, and I certify that I meet both of the following conditions for exemption: 1. Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and 2. This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet conditions, select "Exempt" here			
Withholding Adjustment for Non-Resident Alien Employees, select "Non-Resident Alien" here .....			

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

**Step 5: Sign Here**

Form **W-4** (2024)

<b>Employee's signature</b> (This form is not valid unless you sign it.)	<b>Date</b>
--	-------------

**Employers Only**

Employer's name and address	First date of employment	Employer identification number (EIN)
-----------------------------	--------------------------	--------------------------------------

# Talent Handbook



## General Handbook Acknowledgement

This employee handbook is an important document intended to help employees become acquainted with Openwork. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. We understand that individual circumstances may call for individual attention.

Because Openwork's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this handbook.

**I have received and read a copy of Openwork's employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Openwork at any time.**

**I further understand that my employment is terminable at will, either by myself or Openwork, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Openwork other than ownership may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understood the above statements and that I have received a copy of the Openwork's employee handbook.**

---

**Employee's Printed Name**

---

**Date**

---

**Employee's Signature**

## Receipt of Anti-Harassment Policy

I acknowledge that I have received, read, and understand Openwork's Discrimination, Harassment, and Retaliation Prevention Policy. I agree to abide by and be bound by the rules, provisions and standards set forth in Openwork's policy. I further acknowledge that Openwork reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time.

---

**Employee's Printed Name**

---

**Date**

---

**Employee's Signature**

# Health Benefits Acknowledgement

Welcome to Openwork!

As a new employee, you are eligible for our health insurance benefits. If you would like to enroll, you will need to print and complete this form and email it to [benefits@openwork.com](mailto:benefits@openwork.com). Once the completed form is received, you will receive an enrollment email from Employee Navigator providing you with an enrollment link and plan summaries. Any insurances that you elect to enroll in will become active on the 1st of the month following your 60th day of employment. Please verify that your email address is correct in Avionte.

The following pages provide you with an overview of the benefits that are available to you through SBMA insurance. You may enroll yourself, spouse or domestic partner, children. There are three medical plans to choose from plus dental, vision, and hospital indemnity.

Please select one:

- I wish to participate in the group health plans offered by Openwork.
- I do **NOT** wish to participate in the group health plans offered by Openwork.

I acknowledge that I have been offered health coverage by my employer, Openwork Holdings LLC. I have been provided with a summary of health benefits offered and the employee contribution amount required to receive health coverage.

I also understand that my election enroll in health coverage **cannot** be canceled during the plan year ending on August 31st, unless I experience a qualified life event which allows me to make a midyear election change.

Finally, I understand that if my employment ends with Openwork, my benefits will be canceled, and I will receive COBRA paperwork allowing me to maintain my benefit coverage on my own.

\_\_\_\_\_

Employee Name

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

For questions, please send an email to [benefits@openwork.com](mailto:benefits@openwork.com)

## SBMA Benefits Guide

ENROLL NOW!

You are eligible for benefits under your employer's open enrollment effective September 1st or the first day of the month following 60 days from your date of hire.

GET YOUR ID CARD IN DAYS  
COVERAGE YOU NEED AT A PRICE YOU CAN AFFORD

### Medical Coverage

**OptimaCare Plus:** Covers all preventive services 100%. primary care visits at a \$15 copay. Urgent care at a \$50 copay and discounts on additional services such as specialist visits, labs and x-rays. This plan also includes virtual health, the MyCare Connect Concierge program and prescription drug benefits.

**EliteCare Plus:** Covers all preventive services 100% and office visits, urgent care, labs and x rays offered at various copays. This plan also includes virtual health, the MyCare Connect Concierge program and prescription drug benefits.

**MV 6500:** This plan has a \$6,500 individual deductible and covers additional medical services such as emergency room care, hospitalization and inpatient services at reference-based pricing, paying 125% of the Medicare allowable fee schedule. Patients will be balance billed for any amount greater than the Medicare allowable amount. All non-preventive and copay services are subject to the \$6,500 deductible. Minimum Value Plans are subject to affordability. Employees will not pay more than the annual affordability rate toward employee only coverage.

### Ancillary Coverage

**ExtraCare:** This supplemental coverage provides specific benefit amounts, in the form of direct payments to members, for additional medical services. Refer to summary page for additional information.

**Delta Preventive Dental:** Coverage includes diagnostic and preventive services covered 100%.

**Delta Dental 1000:** Coverage includes 100% diagnostic and preventive services. basic and restorative services at 80% and main services at 50%. Out-of-network services are offered at 80%/50%/50% respectively. There is no coverage for orthodontics.

**VSP Vision:** Coverage includes comprehensive eye exams at a \$10 copay, frame allowances, lenses at a \$25 copay or contact lenses at an allowance or covered in full after copay depending on medical necessity.

# Benefits At A Glance

## Minimum Value Plans (MVP) – SBMA

This plan has a \$6,500 individual deductible and covers additional medical services such as emergency room care, hospitalization and inpatient services at reference-based pricing, paying 125% of the Medicare allowable fee schedule. Patients will be balance billed for any amount greater than the Medicare allowable amount. All non-preventive and copay services are subject to the \$6,500 deductible. Minimum Value Plans are subject to affordability. Employees will not pay more than the annual affordability rate toward employee only coverage.

Affordable Minimum Value Plan – SBMA	MVP 6500 Medical In-Network
<b>Calendar Year Deductible</b>	
- Individual	\$6,500
- Family	\$13,000
<b>Out-of-Pocket Maximum (Including Deductible)</b>	
- Individual	\$6,500
- Family	\$13,000
<b>Office Visit</b>	
- Primary	\$50 Copay
- Specialist	\$50 Copay
<b>Preventive Visits</b>	100% Covered
<b>Inpatient Services</b>	RBP** after Deductible
<b>Outpatient Services</b>	Not Covered
<b>All Additional Covered Services</b>	100% after Deductible
<b>Emergency Room Services (Waived if admitted)</b>	RBP** after Deductible
<b>Urgent Care</b>	100% after Deductible
<b>Prescription Coverage (30-Day Supply)</b>	
Tier 1	\$15 Copay
Tier 2	\$30 Copay
Tier 3	\$50 Copay
Tier 4	\$75 Copay
<b>Employee Rates (Per Pay Period)</b>	<b>Affordable Minimum Value Plan</b>
Employee	
Employee + Spouse	
Employee + Child(ren)	
Family	



[Click here](#) or scan the QR code to access the MVP plan rates.

\*\*Reference-Based Pricing (RBP): RBP reimburses providers using a percentage of Medicare coverage as the reference point for the reimbursement total. The MVP 6500 plan pays up to 125% of the Medicare allowable coverage for applicable services. Patients will be responsible for paying any remaining balance beyond the provider reimbursement total. For additional information regarding reference-based pricing, please contact a SBMA representative at 1.888.505.7724 option 2.

## Minimum Essential Coverage Plans (MEC) – SBMA

What are Minimum Essential Coverage (MEC) plans?

Minimum Essential Coverage (MEC) fulfills the health insurance criteria outlined by the Affordable Care Act (ACA), granting access to crucial benefits like preventive care, mental health services, and emergency care. While MEC plans typically provide various services and treatments, they may only cover some medical expenses comprehensively.

MEC Medical – SBMA	OptimaCare Plus Plan	EfteCare Plus Plan
<b>Office Visit</b>		
- Primary	\$15 Copay	\$15 Copay
- Specialist	Network Discount*	\$15 Copay
<b>Preventive Visits</b>	100% Covered	100% Covered
<b>Telemedicine</b>	Included	Included
<b>Labs, X-Rays</b>	Network Discount*	\$50 Copay
<b>Emergency Room Services (Waived if admitted)</b>	N/A	N/A
<b>Urgent Care</b>	\$50 Copay	\$50 Copay
<b>Prescription Coverage (30-Day Supply)</b>		
Tier 1	\$0 Copay	\$0 Copay
Tier 2	\$10 Copay	\$10 Copay
Tier 3	\$25 Copay	\$25 Copay
Tier 4	\$50 Copay	\$50 Copay
Tier 5	\$75 Copay	\$75 Copay
<b>Employee Rates (Per Pay Period)</b>		
Employee	\$19.95	\$36.92
Employee + Spouse	\$54.92	\$73.85
Employee + Child(ren)	\$54.92	\$73.85
Family	\$82.38	\$110.77

\*Network Discount: Discounts vary based on provider contracts. For services covered at a network discount, members will be responsible for paying the remaining balance after the network discount is applied.

# Rate Sheet for the Affordable Minimum Value Plans

MVP 6500 Medical Plan Rates (Weekly Contribution)								
Your Hourly Pay Rate				Employee	Employee + Spouse	Employee + Child(ren)	Employee + Family	
Tier 1	From	\$7.25	to	\$7.99	\$19.84	\$157.14	\$157.14	\$294.45
Tier 2	From	\$8.00	to	\$8.99	\$21.89	\$159.20	\$159.20	\$296.50
Tier 3	From	\$9.00	to	\$9.99	\$24.62	\$161.93	\$161.93	\$299.24
Tier 4	From	\$10.00	to	\$10.99	\$27.36	\$164.67	\$164.67	\$301.98
Tier 5	From	\$11.00	to	\$11.99	\$30.10	\$167.40	\$167.40	\$304.71
Tier 6	From	\$12.00	to	\$12.99	\$32.83	\$170.14	\$170.14	\$307.45
Tier 7	From	\$13.00	to	\$13.99	\$35.57	\$172.88	\$172.88	\$310.18
Tier 8	From	\$14.00	to	\$14.99	\$38.30	\$175.61	\$175.61	\$312.92
Tier 9	From	\$15.00	to	\$15.99	\$41.04	\$178.35	\$178.35	\$315.66
Tier 10	From	\$16.00	to	\$16.99	\$43.78	\$181.08	\$181.08	\$318.39
Tier 11	From	\$17.00	to	\$17.99	\$46.51	\$183.82	\$183.82	\$321.13
Tier 12	From	\$18.00	to	\$18.99	\$49.25	\$186.56	\$186.56	\$323.86
Tier 13	From	\$19.00	to	\$19.99	\$51.98	\$189.29	\$189.29	\$326.60
Tier 14	From	\$20.00	to	\$20.99	\$54.72	\$192.03	\$192.03	\$329.34
Tier 15	From	\$21.00	to	\$21.99	\$57.46	\$194.76	\$194.76	\$332.07
Tier 16	From	\$22.00	to	\$22.99	\$60.19	\$197.50	\$197.50	\$334.81
Tier 17	From	\$23.00	to	\$23.99	\$62.93	\$200.24	\$200.24	\$337.54
Tier 18	From	\$24.00	to	\$24.99	\$65.66	\$202.97	\$202.97	\$340.28
Tier 19	From	\$25.00	to	\$25.99	\$68.40	\$205.71	\$205.71	\$343.02
Tier 20	From	\$26.00	to	\$26.99	\$68.65	\$205.96	\$205.96	\$343.27
Tier 21	From	\$27.00	to	\$27.99	\$68.65	\$205.96	\$205.96	\$343.27
Tier 22	From	\$28.00	to	\$28.99	\$68.65	\$205.96	\$205.96	\$343.27
Tier 23	From	\$29.00	to	\$29.99	\$68.65	\$205.96	\$205.96	\$343.27
Tier 24	From	\$30.00	to	\$30.99	\$68.65	\$205.96	\$205.96	\$343.27
Tier 25	From	\$31.00	and over		\$68.65	\$205.96	\$205.96	\$343.27

MVP 6500 Medical Plan Rates (Monthly Contribution)								
Your Hourly Pay Rate				Employee	Employee + Spouse	Employee + Child(ren)	Employee + Family	
Tier 1	From	\$7.25	to	\$7.99	\$85.96	\$680.96	\$680.96	\$1,275.96
Tier 2	From	\$8.00	to	\$8.99	\$94.85	\$689.85	\$689.85	\$1,284.85
Tier 3	From	\$9.00	to	\$9.99	\$106.70	\$701.70	\$701.70	\$1,296.70
Tier 4	From	\$10.00	to	\$10.99	\$118.56	\$713.56	\$713.56	\$1,308.56
Tier 5	From	\$11.00	to	\$11.99	\$130.42	\$725.42	\$725.42	\$1,320.42
Tier 6	From	\$12.00	to	\$12.99	\$142.27	\$737.27	\$737.27	\$1,332.27
Tier 7	From	\$13.00	to	\$13.99	\$154.13	\$749.13	\$749.13	\$1,344.13
Tier 8	From	\$14.00	to	\$14.99	\$165.98	\$760.98	\$760.98	\$1,355.98
Tier 9	From	\$15.00	to	\$15.99	\$177.84	\$772.84	\$772.84	\$1,367.84
Tier 10	From	\$16.00	to	\$16.99	\$189.70	\$784.70	\$784.70	\$1,379.70
Tier 11	From	\$17.00	to	\$17.99	\$201.55	\$796.55	\$796.55	\$1,391.55
Tier 12	From	\$18.00	to	\$18.99	\$213.41	\$808.41	\$808.41	\$1,403.41
Tier 13	From	\$19.00	to	\$19.99	\$225.26	\$820.26	\$820.26	\$1,415.26
Tier 14	From	\$20.00	to	\$20.99	\$237.12	\$832.12	\$832.12	\$1,427.12
Tier 15	From	\$21.00	to	\$21.99	\$248.98	\$843.98	\$843.98	\$1,438.98
Tier 16	From	\$22.00	to	\$22.99	\$260.83	\$855.83	\$855.83	\$1,450.83
Tier 17	From	\$23.00	to	\$23.99	\$272.69	\$867.69	\$867.69	\$1,462.69
Tier 18	From	\$24.00	to	\$24.99	\$284.54	\$879.54	\$879.54	\$1,474.54
Tier 19	From	\$25.00	to	\$25.99	\$296.40	\$891.40	\$891.40	\$1,486.40
Tier 20	From	\$26.00	to	\$26.99	\$297.50	\$892.50	\$892.50	\$1,487.50
Tier 21	From	\$27.00	to	\$27.99	\$297.50	\$892.50	\$892.50	\$1,487.50
Tier 22	From	\$28.00	to	\$28.99	\$297.50	\$892.50	\$892.50	\$1,487.50
Tier 23	From	\$29.00	to	\$29.99	\$297.50	\$892.50	\$892.50	\$1,487.50
Tier 24	From	\$30.00	to	\$30.99	\$297.50	\$892.50	\$892.50	\$1,487.50
Tier 25	From	\$31.00	and over		\$297.50	\$892.50	\$892.50	\$1,487.50

**Thank you! Once again, welcome to Openwork.**

**We're so glad you're here!**





*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

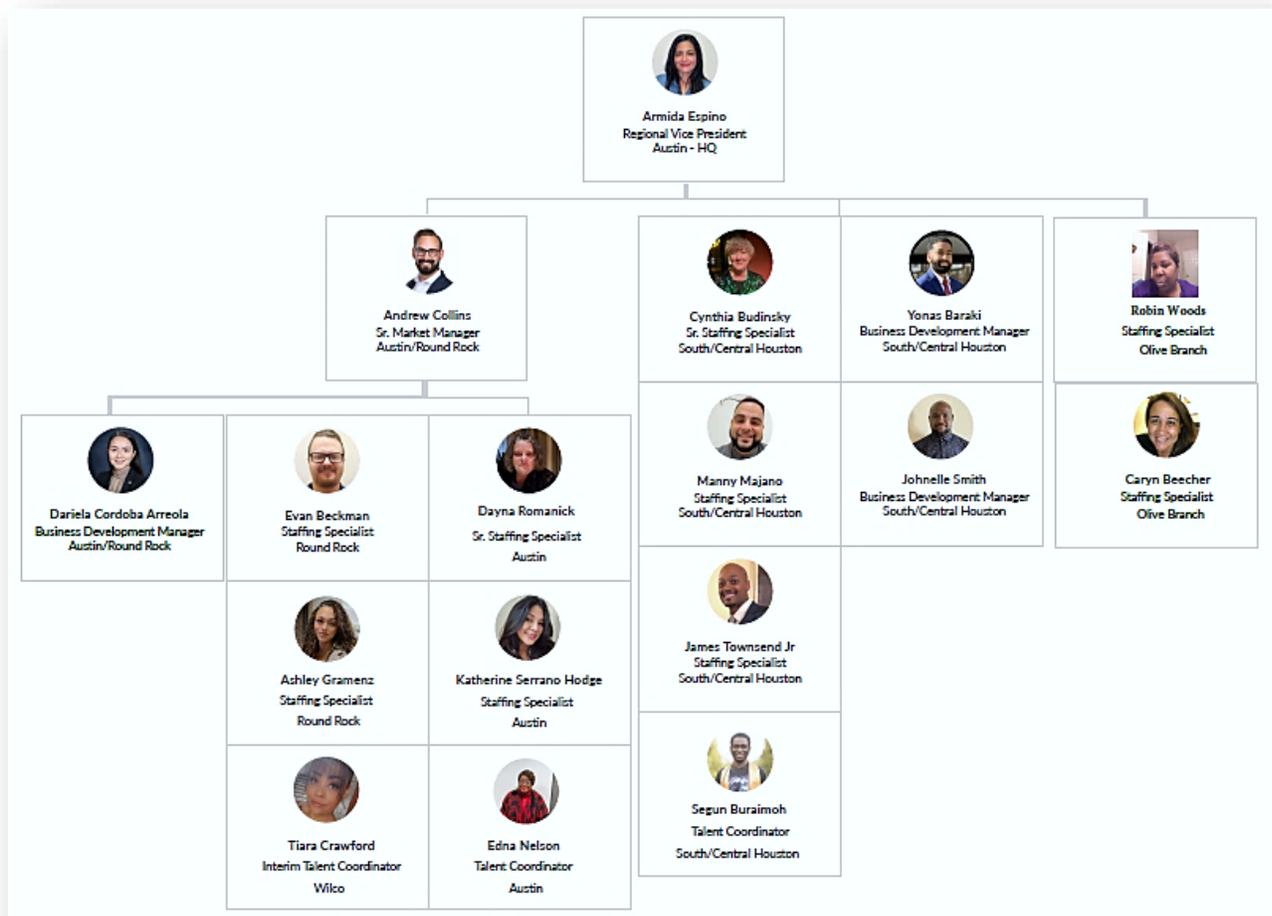
**Section C:  
Operational Information  
Requirements**

*1.2 Internal Staff*

## Key Personnel

Openwork will be the primary provider of staffing and payroll services for this contract. The Openwork Round Rock Office will serve as the primary resource for RFP No.: 24RFP65 for Referred and Existing Labor for Elections for the County. This office is committed to fulfilling and providing the services described to successfully meet the County’s staffing services as requested and required within this RFP. Key personnel are assigned and dedicated to providing best-in-class staffing and payroll services for the County’s temporary staffing positions, coordinating with Andrew Collins, the Project Manager for the County. The Austin office will provide additional support to ensure all staffing requests meet the performance expectations for all the County’s temporary staffing positions. Regional Vice President, Armida Espino, will be a secondary contact in ensuring the Openwork team succeeds in meeting the County’s expectations and implementing Openwork’s Quality Assurance Program.

## Openwork Texas Region Organizational Chart:



Authorized Agent / Contract Manager:

**Arlaine Decrevel, MBA, PHR, SHRM-CP**

Vice President Public Sector, Openwork Holdings LLC  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (737) 263-2081  
Email: [arlaine.decrevel@openwork.com](mailto:arlaine.decrevel@openwork.com)

Ms. Decrevel has 30+ years in sales, marketing, operations, human resources, and strategic management with large Fortune 500 companies, medium to small businesses, non-profits, private and public sector agencies. As former Chief Executive Officer of Evins Group, LLC, she led and fully operated all aspects of the business from sales, marketing, staffing, accounting, payroll, human resources, client management, customer-client-employee relations, contract specifications (including for various government contracts), special project design and implementation while training and mentoring internal teams and branch offices. As Vice President Public Sector, Ms. Decrevel is authorized to negotiate contract terms on behalf of Openwork. She will serve as the primary contract representative, leading and overseeing the client relations and quality assurance program with Openwork's key personnel and the County.

Secondary Point of Contact:

**Armida Espino**

Regional Vice President, Openwork TX  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (713) 221-7969  
Email: [armida.espino@openwork.com](mailto:armida.espino@openwork.com)

Ms. Espino is Regional Vice President, TX for Openwork with 16+ years in the staffing industry, starting her career as a recruiter in California, advancing in multiple roles including client service manager, branch manager, and national sales director with Tandem Staffing, Adecco, and PeopleReady prior to joining the Openwork team. Armida is bilingual, fluent in Spanish and English with a Bachelor of Arts in Political Science from California State University. She is passionate about staffing, connecting top talent with great companies while fostering and growing client accounts. Armida has experience in working successfully with team, talent, clients, and communities to build and grow sustainable long-term staffing partnerships. She is the leader of the Texas Region and will be the secondary contact in servicing the County's contract.

Project / Operations Manager:

**Andrew Collins**

Sr. Market Manager, Openwork TX  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (512) 285-8531  
Email: [andrew.collins@openwork.com](mailto:andrew.collins@openwork.com)

Mr. Collins is our Sr. Market Manager with over 7 years of experience in the staffing industry and leads both our Austin and Round Rock branch offices, overseeing the operations, business development, and client relations for the Central and Northern Regions of Texas. Andrew holds two Bachelor of Science degrees in Marketing and Management. He started his staffing career as a Staffing Consultant with Randstad in 2014, quickly progressing to Branch Manager and Market Manager. He also worked for Ultimate Staffing and Beacon Hill Staffing Group, building relationship with local Dallas and Fort Worth, Texas businesses. In addition, Andrew worked with Interactive Resources, an IT and Engineering staffing agency prior to joining Openwork in 2024. He is a committed Project and Operations Manager dedicated in servicing the County's contract.

Openwork's Staffing Specialist Support Team:

**Evan Beckman**

Staffing Specialist, Openwork TX  
1106 South Mays Street, Suite 215, Round Rock, Texas 78664  
Ph: (737) 263-2088  
Email: [evan.beckman@openwork.com](mailto:evan.beckman@openwork.com)

Mr. Beckman has been with Openwork for 3+ years with previous recruiting experience with the Texas Workforce Commission. He has several years of account management, business development, recruiting, and customer service experience. Evan has successfully placed hundreds of candidates in a wide variety of jobs in many different industries. He has been the Lead Project Manager for multiple clients, recruiting, screening, scheduling, and placing employees. Evan is a key staffing specialist supporting the recruiting, onboarding, and payroll functions for the County.

**Ashley Gramenz**

Staffing Specialist, Openwork TX  
1106 South Mays Street, Suite 215, Round Rock, Texas 78664  
Ph: (737) 219-8472  
Email: [ashley.gramenz@openwork.com](mailto:ashley.gramenz@openwork.com)

Ms. Gramenz has been with Openwork since 2022 with several years of experience in the staffing industry as a full cycle recruiter, skilled in sourcing, interviewing, onboarding, and managing large pools of candidates and job order placements. She has recruited, hired, trained, and managed teams, understanding the management of personnel issues, and building strong client partnerships is a key asset in finding the right talent for our clients. She is highly knowledgeable of customer service and call center environment, including health insurance, wellness programs, handling complaints, and educating talent and clients on policies, benefits, and services. Ashley is a key staffing specialist supporting the recruiting, onboarding, and payroll functions for the County.

**Tiara Crawford**

Interim Talent Coordinator, Openwork TX  
1106 South Mays Street, Suite 215, Round Rock, Texas 78664  
Ph: (512) 882-3132  
Email: [tiara.crawford@openwork.com](mailto:tiara.crawford@openwork.com)

Ms. Crawford joined the Openwork team in 2024 as a dedicated resource for the Round Rock office in onboarding election workers for Williamson County. She is actively seeking a bachelor's degree in psychology from Weber State University with a 3.5 GPA and on track to complete her degree in 2025. Tiara loves solving problems and working with people. She previously worked as a Loan Specialist with USAA for 2 years and has 5+ years of experience as a Loss Mitigation Specialist with Exeter Finance and 2+ years' experience as a Recruiting Manager with Focus Staffing Agency. Tiara's strong interpersonal skills and empathy in working with diverse groups of people is a key asset for the County.

**Dayna Romanick**

Senior Staffing Specialist, Openwork TX  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (737) 263-2089  
Email: [dayna.romanick@openwork.com](mailto:dayna.romanick@openwork.com)

Ms. Romanick has successfully led a variety of client recruitment projects with Openwork for over 10 years. She has 25+ years of experience in successful sourcing, candidate generation, screening resumes, interviewing and placement for multiple positions in the great Austin area and beyond. Her responsibilities include sourcing candidates in the IT, Financial, Legal, Contact Centers, Human Resources, Management, and Administrative fields. Dayna has successfully serviced multiple contracts, including the scope of work expectations like the County. She is the lead recruiter in the Austin office and quality assurance manager for the staffing specialists assigned to service the County contract. She plays a vital role in the testing of qualified candidates, proofreading resumes, composing presentation emails, coordinating interviews, background screening, I-9 and E-Verify, reference checking and qualifying candidates.

**Katherine Serrano**

Staffing Specialist, Openwork TX  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (512) 285-8534  
Email: [katherine.serrano@openwork.com](mailto:katherine.serrano@openwork.com)

Ms. Serrano has experience recruiting for prestigious clients like Tesla, Microsoft, Amazon, and Samsung with Power Labor USA prior to joining the Openwork team in 2024. Katherine is bilingual in Spanish/English graduating with a Bachelor of Arts in Public Relations from the Universidad Francisco Gavidia, holding Talent Acquisition Certificates from the Human Resources Credentialing Institute (HRCI), and currently completing her Bachelor of Science in Human Resources Management from the Lake Washington Institute of Technology. She has a successful history of expanding candidate pools by using multiple recruitment tools and communication platforms fostering an inclusive and diverse talent network. Her experience in recruiting and managing highly skilled candidates at all levels generates timely qualified placements with our clients. Katherine is dedicated and committed to providing the best possible candidate and client experience for the County.

**Edna Nelson**

Talent Coordinator, Openwork TX  
7320 North Mopac Expressway, Suite 101, Austin, Texas 78731  
Ph: (737) 263-2099  
Email: [edna.nelson@openwork.com](mailto:edna.nelson@openwork.com)

Ms. Nelson has been a part of the Openwork team for 7+ years, starting as a receptionist and now as part of the recruitment team as a Talent Coordinator for the Austin Office. She schedules candidates, manages the applicant flow in the office, onboards talent, coordinates the interviews with staffing specialists and talent, and conducts background screening, E-Verify and other compliance checks to qualify and prepare for placement in client open positions. Ms. Nelson will play a key role in successfully onboarding and pre-qualifying County candidates.

*Additional Staffing Specialist Support Teams:*

**Cynthia Budinsky**

Senior Staffing Specialist, Openwork TX  
4740 Dacoma Street, Suite D, Houston, Texas 77092  
Ph: (713) 929-9650  
Email: [cynthia.budinsky@openwork.com](mailto:cynthia.budinsky@openwork.com)

Ms. Budinsky has served over 10+ years leading the Central Houston Office as Senior Staffing Specialist for Openwork. She leads the Central Houston Office's customer service, coordinating the recruitment, payroll, and placement of qualified talent for the Greater Houston area. Cynthia is the Lead Project Manager in the Houston area with a successful history of providing outstanding service, support, and top talent for multiple locations throughout Texas.

**Manny Majano**

Staffing Specialist, Openwork TX  
4740 Dacoma Street, Suite D, Houston, Texas 77092  
Ph: (713) 929-9755  
Email: [manny.majano@openwork.com](mailto:manny.majano@openwork.com)

Mr. Majano is a recruitment professional who joined Openwork in 2021. He has more than 10+ years of experience in personnel management and more than three years' experience in hiring and staffing. He is a full cycle staffing specialist responsible for screening, interviewing, and recruiting new talent for Greater Houston and surrounding areas. Manny is bilingual, fluent in English and Spanish. He is a key staffing specialist in servicing the Greater Houston areas, including staffing support for remote markets in Texas, including for the County.

**James Townsend, Jr**

Staffing Specialist, Openwork TX  
4740 Dacoma Street, Suite D, Houston, Texas 77092  
Ph: (713) 929-9358  
Email: [james.townsend@openwork.com](mailto:james.townsend@openwork.com)

Mr. Townsend joined the Openwork team in 2022 as a Talent Coordinator and was promoted to Staffing Specialist in 2023. James is a full cycle recruiter in commercial staffing, proactively sourcing, networking, and attracting incredibly talented pools of candidates for high volume clients in light industrial, customer service, administrative, manufacturing, production, and more. James is a dedicated staffing specialist, committed to providing best-in-class service, readily available and able to support the County contract.

**Caryn Beecher**

Staffing Specialist, Openwork TX  
4740 Dacoma Street, Suite D, Houston, Texas 77092  
Ph: (713) 221-221-7981  
Email: [caryn.beecher@openwork.com](mailto:caryn.beecher@openwork.com)

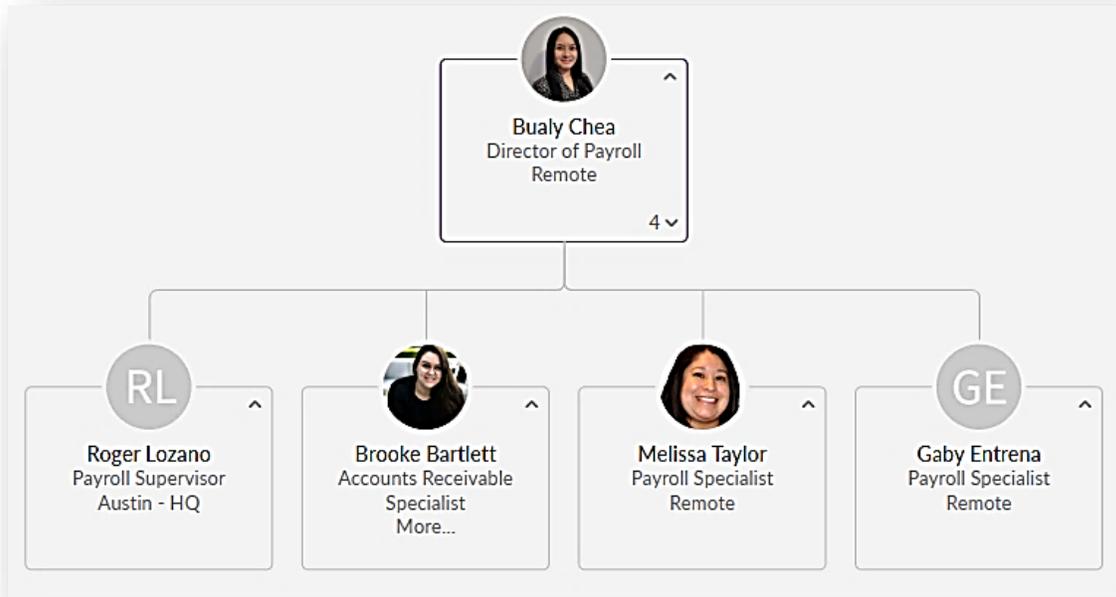
Ms. Beecher is a full-cycle Staffing Specialist, responsible for the day-to-day high volume recruiting initiatives with 5+ years of experience in the staffing industry. Caryn identifies qualified candidates through various recruiting and sourcing tools, using social media strategies to build creative outreach campaigns for job seekers. She performs high touch customer service activities for talent and clients, timely responding to messages and performing weekly employee check-ins and client quality assurance calls. Caryn has experience as the Lead Staffing Specialist for the Olive Branch and Houston Offices, placing highly qualified candidate across the State of Texas and Mississippi. She joined the Openwork team in 2023. She will play a key role in supporting and ensuring the selection process exceeds the County's staffing expectations.

**Segun Buraimoh**

Talent Coordinator, Openwork TX  
4740 Dacoma Street, Suite D, Houston, Texas 77092  
Ph: (713) 221-7968  
Email: [segun.buraimoh@openwork.com](mailto:segun.buraimoh@openwork.com)

Mr. Buraimoh joined the Openwork team in 2023 as a Talent Coordinator and recent graduate from the University of Texas at Dallas in Richardson, Texas. As a student, Segun successfully learned and performed a wide range of recruitment activities as the University's Gym Supervisor, he recruited, onboarding, trained, and improved staffing workflows that enhanced daily gym operations. As Student Ambassador he played a vital role to promote the University through volunteer and fund-raising events, participating in two recruitment cycles for the Alumni and Annual Giving Program, interviewing candidates to join each year. Segun also served as Executive Chair for Internal Affairs Committee, supervising a group of Ambassadors, facilitated social events, and created The North Star Mentorship Program. He will serve as a committed support specialist and Talent Coordinator for the County.

**Openwork Payroll Organizational Chart:**



**Bualy Chea**

Payroll Director, Openwork Corporate  
 Ph: (512) 885-3530  
 Email: [Payroll@openwork.com](mailto:Payroll@openwork.com)

Ms. Chea joined Openwork in 2022 with 15+ years of experience in the staffing industry, finance, and payroll. She started in staffing as a payroll specialist for three years before becoming an assistant controller and payroll project manager for 13 years prior to joining Openwork as Payroll Director. Ms. Chea leads Openwork’s payroll team, ensuring detailed accuracy in the processing of payroll and invoicing for field employees and clients. She will oversee the payroll process and is the accounting contact for the County’s invoices.

**Roger Lozano**

Payroll Supervisor, Openwork Corporate  
 Ph: (737) 263-2104  
 Email: [roger.lozano@openwork.com](mailto:roger.lozano@openwork.com)

Mr. Lozano is bilingual, fluent in Spanish and English, and has been with Openwork for over 30 years, starting in as a payroll clerk and currently as Payroll Supervisor, processing payroll for all Openwork Texas, Georgia, Mississippi, and South Carolina regions. Roger supervises two payroll clerks and a payroll department that processes an average of 5,000+ temporary employee payroll each week. His responsibilities include ensuring the accuracy of the payroll and invoicing process. He is the primary Payroll Consultant for the County’s contract.

**Gaby Entrena**

Payroll Specialist, Openwork Corporate

Ph: (512) 285-8541

Email: [gaby.entrena@openwork.com](mailto:gaby.entrena@openwork.com)

Ms. Entrena joined the Openwork payroll team in 2024 as a Payroll Specialist. Gaby is bilingual in Spanish and English, graduating Magna Cum Laude with a Bachelor of Science from Armstrong State University in 2016. She started her career in the staffing industry as a Payroll Specialist with Hire Dynamics, later acquired by EmployBridge in 2020 processing payroll for two of their largest clients Walmart and Cellular Sales. Her experience includes payroll processing for over 2,300 employees and 115 accounts prior to her joining Openwork. She is a dedicated Payroll Specialist committed to serving the payroll needs at the highest levels for the County.

**Melissa Taylor**

Payroll Specialist, Openwork Corporate

Ph: (512) 789-0978

Email: [melissa.taylor@qsnurses.com](mailto:melissa.taylor@qsnurses.com)

Ms. Taylor worked for Ascend National Healthcare Staffing as a Sr. Payroll Specialist for 12 years prior to joining the Openwork payroll team in 2022. Her primary responsibility is processing payroll and serving our QS Healthcare talent and clients, but when needed, she graciously contributes her time, skills, and experience in supporting the overall payroll team for Openwork. Melissa is a key support payroll specialist for all of Openwork and is a dedicated resource in processing payroll for the County.

**Brooke Bartlett**

Accounts Receivable Specialist, Openwork Corporate

Ph: (737) 263-2100

Email: [brooke.bartlett@openwork.com](mailto:brooke.bartlett@openwork.com)

Ms. Bartlett joined the Openwork team as an Accounts Receivable Specialist in 2023, previously working as a Premium Accounting Analyst with Amwins, managing multiple accounting books for Accounts Payables and Receivables. Her expertise is problem solving and attention to detail, a perfect combination to assist in the coordination of working with multiple teams, clients, and departments. Brooke brings high energy to her role. She thrives in using her skills in accounting, administration, and communication to bring only the best customer service to every client she works with. Brooke is dedicated to working with the payroll team to provide timely and accurate invoicing and accounting principles for the County.

Other Key Personnel

**Michelle Seelbinder, SHRM-CP, CSP**

Human Resources Director, Openwork Corporate

Ph: (512) 615-5084

Email: [HR@openwork.com](mailto:HR@openwork.com)

Ms. Seelbinder joined Openwork in 2023 with experience in the staffing industry and human resources. Ms. Seelbinder provides Openwork with guidance and support with employee relations, worker's compensation, safety, performance improvement, labor and employment law best practices, health benefits and all other related human resource management for Openwork's internal and field employees. Michelle and her HR team will provide human resource support as needed for qualified talent working with the County.

**Recruiting and Supplementary Staff**

Openwork maintains a robust staff of experienced recruiters in all our offices in Austin, Houston, and Round Rock Texas. We have local staffing specialists working in our Austin office, in addition to specialized human resources and support services available across Openwork to assist with the staffing, recruiting, HR, and payroll needs for the County. We are continuously adding experienced staffing specialists and market managers to our team. We have a robust internal training and succession planning program in place that includes cross-functional development between internal departments, sales, service, accounting, payroll, and human resources to ensure that at any time we have a change in personnel we have a seamless transition of services provided for our clients. We believe every client should receive the best service from every member of our team. For the County there will be an enhanced training and orientation on our service agreement so that any member of Openwork can assist the County with immediate staffing, recruiting, or payroll needs and requests. Openwork has the talent, staff, expertise, training, knowledge, and resources to fully staff the County's positions, including remote workers, as a prime staffing services provider.



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.3 Verification of Ability*

August 15, 2024

Barbi Hageman  
Senior Purchasing Specialist  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

RE: RFP No.: 24RFP65 for Payroll Services for Referred and Existing Labor for Elections for Williamson County  
Verification of Ability to Provide Comprehensive Payroll Services

Ms. Hageman,

Openwork confirms and verifies that it can provide comprehensive payroll services to include accumulations, tabulations, and payment for services of completed weekly pay periods. Openwork processes all payroll in-house at our Headquarter office in Austin, Texas utilizing our Staffing and Recruiting Applicant Tracking Software, Avionte BOLD. Avionte calculates all of our employees gross-to-net earnings. With our in-house processing, we are also able to process multiple payroll cycles immediately. In 2023, we paid approximately 10,000 employees across our three corporate divisions, Openwork, Aerospace, and QS Healthcare.

We are confident that Openwork can meet the County's comprehensive payroll expectations and requirements and look forward to a continuous payroll processing experience.

Sincerely,



Arlaine Decrevel, MBA, PHR, SHRM-CP  
Vice President Public Sector  
Openwork Holdings, LLC

[www.openwork.com](http://www.openwork.com)

*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.4 Verification of Accounting*

August 15, 2024

Barbi Hageman  
Senior Purchasing Specialist  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

RE: RFP No.: 24RFP65 for Payroll Services for Referred and Existing Labor for Elections for Williamson County  
Verification of Accounting for All Applicable State and Federal Taxes

Ms. Hageman,

Openwork confirms and verifies that it accounts for all applicable state and federal taxes, to include annual required tax documents and complies with all relevant laws and regulations. Our third-party provider, Automatic Data Processing (ADP), processes all our payroll taxes weekly, monthly, quarterly, and annually. They also file our state and federal taxes including state withholding, federal payroll taxes, FICA, SUTA, FUTA, 941's, 940's, and our annual returns including W2's and W3.

We are confident that Openwork can meet the County's comprehensive payroll expectations and requirements and look forward to a continuous payroll processing experience.

Sincerely,



Arlaine Decrevel, MBA, PHR, SHRM-CP  
Vice President Public Sector  
Openwork Holdings, LLC

[www.openwork.com](http://www.openwork.com)



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.5 Cancelled or Terminated Clients*

August 15, 2024

Barbi Hageman  
Senior Purchasing Specialist  
Williamson County Purchasing Department  
100 Wilco Way, Suite P101  
Georgetown, Texas 78626

RE: RFP No.: 24RFP65 for Payroll Services for Referred and Existing Labor for Elections for Williamson County  
Cancelled or Terminated Clients

Ms. Hageman,

Openwork confirms and verifies that it does not have any canceled or terminated clients within the past 12 months.

Sincerely,



Arlaine Decrevel, MBA, PHR, SHRM-CP  
Vice President Public Sector  
Openwork Holdings, LLC  
[www.openwork.com](http://www.openwork.com)

*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.6 Pay Period*

**Pay Period**

Openwork field employees are paid weekly. Upon receipt of approved time sheets to our payroll department on Monday by 5:00pm CT, each employee with hours worked in the previous week will be paid on Friday. The work week for Openwork starts on Sunday and ends on Saturday.

Sample Pay Period Calendar

September 2024						August '24	October '24	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	S M T W T F S	
1 Work Week Starts	2 <i>Labor Day Holiday</i> Approved Timesheets Due by 5:00pm CT Week Ending 8/31/24	3 Payroll Processing Verification/Error Check	4 Final Payroll Processing Direct Deposit Issued	5 Reconciliation Reports Client Invoicing	6 <b>PayDay</b>	7 Work Week Ends	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	
8 Work Week Starts	9 Approved Timesheets Due by 5:00pm CT Week Ending 9/7/24	10 Payroll Processing Verification/Error Check	11 Final Payroll Processing Direct Deposit Issued	12 Reconciliation Reports Client Invoicing	13 <b>PayDay</b>	14 Work Week Ends	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	
15 Work Week Starts	16 Approved Timesheets Due by 5:00pm CT Week Ending 9/14/24	17 Payroll Processing Verification/Error Check	18 Final Payroll Processing Direct Deposit Issued	19 Reconciliation Reports Client Invoicing	20 <b>PayDay</b>	21 Work Week Ends		
22 Work Week Starts	23 Approved Timesheets Due by 5:00pm CT Week Ending 9/21/24	24 Payroll Processing Verification/Error Check	25 Final Payroll Processing Direct Deposit Issued	26 Reconciliation Reports Client Invoicing	27 <b>PayDay</b>	28 Work Week Ends		
29 Work Week Starts	30 Approved Timesheets Due by 5:00pm CT Week Ending 9/28/24	31 Payroll Processing Verification/Error Check	1 Final Payroll Processing Direct Deposit Issued	2 Reconciliation Reports Client Invoicing	3 <b>PayDay</b>	4 Work Week Ends		
5 Work Week Starts	6 Approved Timesheets Due by 5:00pm CT Week Ending 8/31/24	Notes						



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.7 Processing Period*

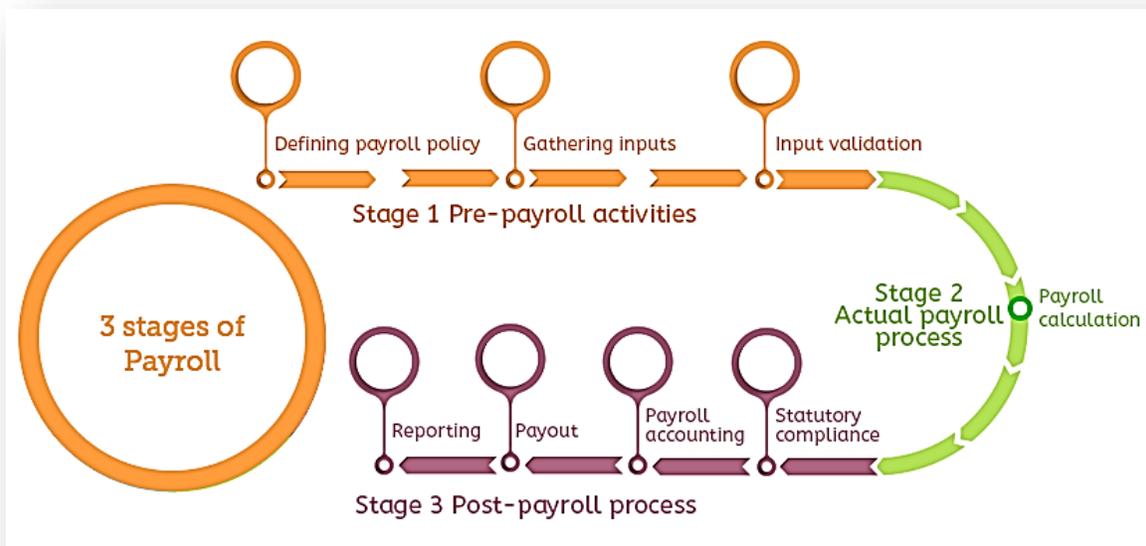
## Payroll Processing

The payroll-processing function is responsible for paying employees for services and benefits. All non-exempt employees are required to complete accurate weekly time reports with time worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, employees and their supervisors must sign off on their electronic time sheet attesting to its correctness. The payroll department will then process the timesheet for payroll.

### Standard Processing Time

Employees are paid each Friday for hours worked the previous week. Approved payroll documentation received on Monday before 5:00pm CT for the previous week will be paid on Friday. Approved payroll documentation received late (after Monday before 5:00pm CT) will be paid within as soon as practical, generally within 1-2 business days if received without errors. Every attempt will be made to ensure that hours worked for the prior week will be paid on Friday.

While Openwork strongly encourages all employees to use direct deposit, employees have the option of being paid via direct deposit, pay card, or by checks. Employees will be notified of their weekly pay via email. Employees can also log in to their Openwork online account to view paystubs for current and prior years as well as access annual W2's.

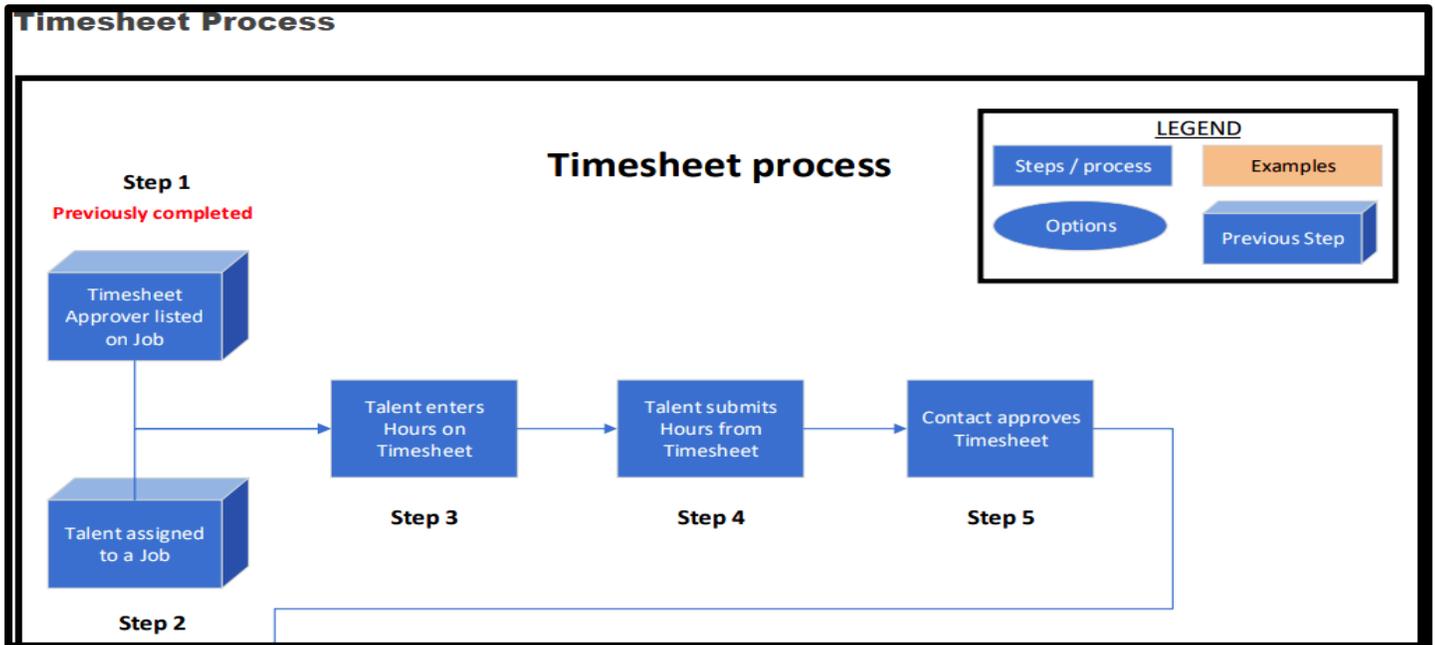


### Sample Payroll Processing Workflow

1. **Onboarding Employees** – employee name, address, Social Security number, federal, and state tax withholding.
2. **Gathering Employee Data** – hours worked, pay rate, overtime, holiday time, or bonuses.
3. **Validate Employee Data** – verify and review for accuracy or errors.
4. **Calculation of Employee Payroll** – calculate total gross wages, deductions, and net wages.
5. **Prepare Payroll Reports** – employee, department, earnings, deductions, or any other relevant information.
6. **Prepare W-2's** – tax forms used to report wages and taxes withheld for each employee.
7. **Prepare Quarterly and Annual Payroll Tax Reports** – submit compliant tax forms, Form 940, or Form 941.
8. **Reconcile Payroll Accounts** – ensure all payroll accounts accurately reflect the payments made to employees and any deductions or taxes withheld.

## Electronic Timekeeping / Reconciliation

Openwork can utilize any timekeeping system as directed by the client, including paper timecards, a sign-in sheet, or imported via a Client's timekeeping system. If requested by the client, Openwork can also implement a convenient e-time entry, approval, and submission system through the Avionte BOLD software platform. Any hours submitted by an Openwork employee on assignment requires approval by the County each Monday before 5:00pm for the previous work week. The County will be billed based on hours that have been approved and e-signed by a supervisor or pre-approved County representative.



You can also review whether the contractor has submitted Events, Notes, Expenses, or Leave.

The Hiring Manager will **Approve Timesheet** or **Reject Timesheet** allowing them to include notes if necessary.

Week ending: Sun Jul 25 2021 | [Back to Timesheet Manager](#) | Week ending: Sun Aug 08 2021

Week Ending Aug 01 2021 | Events 5 | Notes 1 | Add Transactions 0 | PDF Extract

Consultant: Arya Stark | Company: Aberdeen | Manager: Gary Lewis | Job Title: Forklift Operator | Job Dates: 8/31/20 - 2/1/00

Monday Jul 26 2021	Tuesday Jul 27 2021	Wednesday Jul 28 2021	Thursday Jul 29 2021	Friday Jul 30 2021	Saturday Jul 31 2021	Sunday Aug 01 2021
Mon In 7:45 AM	Tue In 8:00 AM	Wed In	Thu In 8:30 AM	Fri In	Sat In	Sun In
Break Start 11:00 AM	Break Start 12:30 PM	Break Start	Break Start 11:30 AM	Break Start	Break Start	Break Start
Break End 11:30 AM	Break End 1:00 PM	Break End	Break End 1:00 PM	Break End	Break End	Break End
Mon Out 4:15 PM	Tue Out 4:45 PM	Wed Out	Thu Out 5:30 PM	Fri Out	Sat Out	Sun Out
8 Regular	8.25 Regular		7.5 Regular			

Regular Hours  
**23.75**

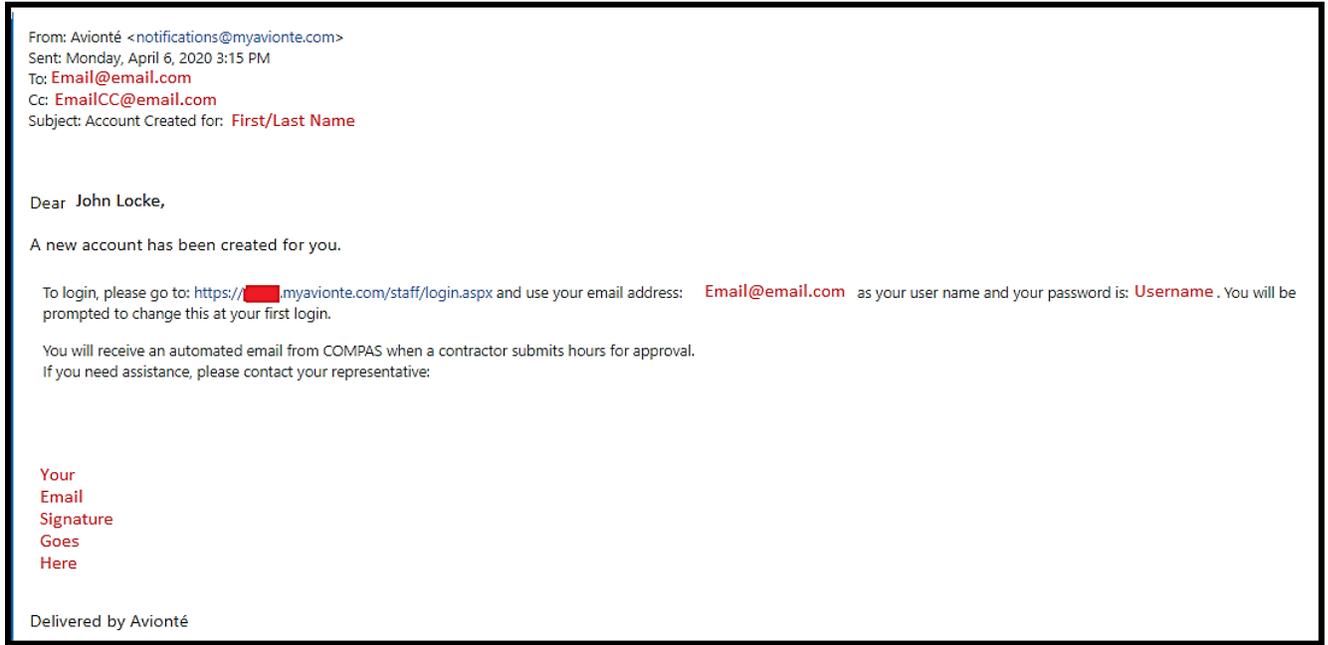
This timesheet has been submitted on 8/1/21 3:38 PM and no further updates are allowed.

**Note:** Any notes saved on the Timesheet, whether from the Talent or Timesheet Approver/Hiring Manager, will be visible to each other.

## Option A: Avionte Portal

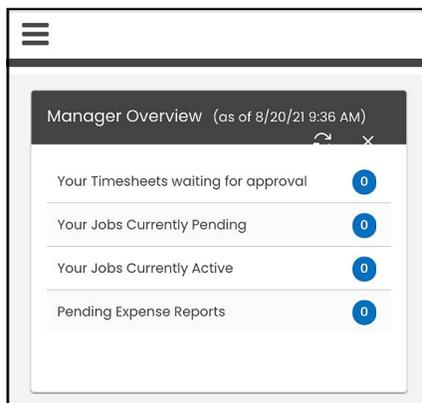
1. Log into Avionte': <https://BUILDNAME.myavionte.com/staff/login.aspx>

\*If this your first time in Avionte', you will be receiving an email from the email address [notifications@myavionte.com](mailto:notifications@myavionte.com) with login instructions (as seen below). If you are a returning manager, please use the same login credentials.



2. Once logged in, you will land on your MyAvionte' page. From here, the Manager Overview Widget will include Timesheets awaiting approval, requisitions that are currently pending, and active contracts.

a. Click on the number next to 'Your Timesheets waiting for approval' to be brought to your timesheet list.



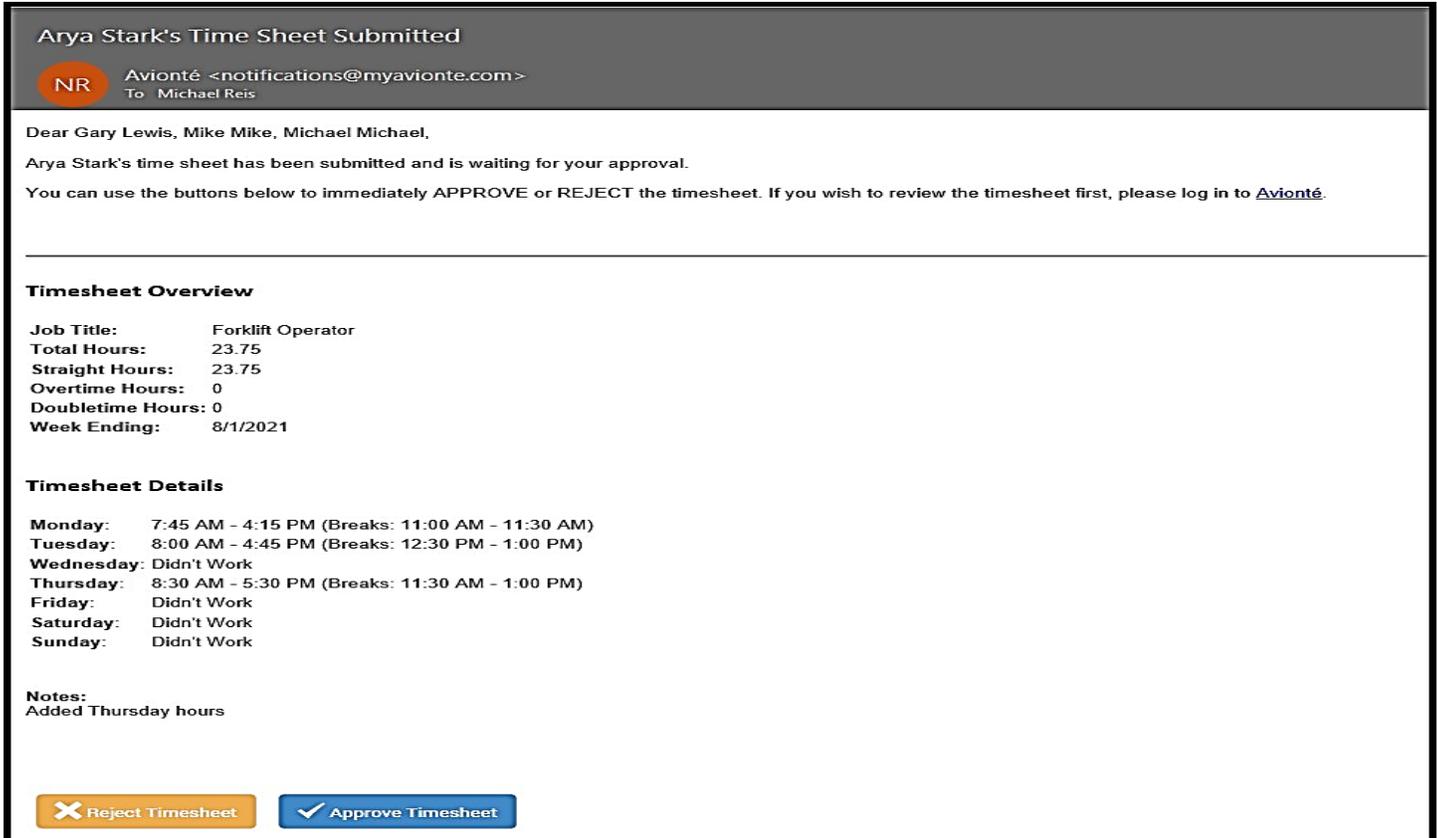
3. Click the Timesheet Tab, you can view all Openwork temporary employee timesheets awaiting approval.

<input type="checkbox"/>	Timesheet	Status	Position	Consultant	Week End...	Submit Date	Approve D...	Work Week	Straight	Over	Double	Addl. H.	Addl. U.	Total
<input type="checkbox"/>	<a href="#">View Timesheet</a>	Approved	Forklift Operator	Arya Stark	Aug 1, 2021	Aug 11, 2021	Aug 11, 2021	Mon 8 Tue 8.25 Wed 0 Thu 7.5 Fri 0 Sat 0 Sun 0	23.75	0	0	0	0	23.75
<input type="checkbox"/>	<a href="#">View Timesheet</a>	Open	Assembly	Arya Stark	Aug 1, 2021			Mon 8.5 Tue 0 Wed 0 Thu 0 Fri 0 Sat 0 Sun 0	8.5	0	0	8	0	8.5
<input type="checkbox"/>	<a href="#">View Timesheet</a>	Open	Forklift Operator	Arya Stark	Aug 8, 2021			Mon 0 Tue 0 Wed 0 Thu 0 Fri 0 Sat 0 Sun 0	0	0	0	0	0	0
<input type="checkbox"/>	<a href="#">View Timesheet</a>	Submitted	Assembly	Arya Stark	Aug 8, 2021	Aug 11, 2021		Mon 8 Tue 0 Wed 0 Thu 0 Fri 0 Sat 0 Sun 0	8	0	0	8	0	8

4. In approving time, Managers can either Approve or Reject time. If time is rejected, the Openwork temporary employee will receive an email to resubmit the timesheet.

**Option B: Email**

5. Timesheet can also be reviewed, accepted, or rejected through the email that is received when the Openwork temporary employee submits their time.



6. Up to five (5) approvers can be assigned to each employee to be sure there is someone available to approve an Openwork employee's time.

7. Each location an Openwork employee works is assigned a separate timesheet to submit to the assigned hiring manager for approval, including multiple approvers and locations within a work week.

8. Openwork's work weeks start on Sunday and end on Saturday.

9. Timesheets can be submitted by Openwork temporary employees and approved by the County hiring managers with internet access, including mobile devices.

10. Timesheet Manuals for Openwork temporary employees and County hiring managers are provided.

## Payment Terms

Each invoice will be accompanied by documentation that the County may reasonably request to support the invoice amount. Openwork will submit invoices electronically to the County's designated department via email for payment. The County will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or reject the amount reflected in the invoice. If the County approves the amount or any portion of the amount, the County will promptly pay Openwork the amount approved so long as Openwork is not in default under this RFP. If the County rejects any invoice amount, the County will give Openwork specific reasons for its rejection in writing. The County will not incur a penalty for late payment if the payment is made in 30 or fewer days from receipt of services for all uncontested invoices. Accounts past due are subject to an interest charge of 1.5% per month. If an account is referred to an attorney for collection, the County will be notified in writing and requested to pay the reasonable attorney's fees and court costs incurred by Openwork.

## Invoicing

Openwork will provide electronic copies of weekly invoices, reconciled with approved e-time sheets. Weekly invoices will

- include:
- Invoice #
  - Purchase Order #
  - Applicable project numbers
  - Location
  - Week ending date
  - Summary of hours worked and cost for each day of the week, and TOTAL hours and cost for the week.
  - Backup documentation for reconciliation with each invoice
  - Daily timesheet report that includes:
    - Date
    - Employees Name
    - Position Contracted
    - Hourly Rate
    - In/Out/Break Times
    - Number of Hours Worked
    - Any OT / Holiday (rate and hours worked)
    - Total Hours
    - Total Pay
    - Electronic Signature by the Employee and the County's Department Representative
    - Grand Total hours and pay that corresponds to invoice totals.

Openwork offers payments through electronic funds transfer via an automated clearing house system (ACH). Openwork will provide banking information to the County in writing on Openwork letterhead signed by an authorized representative of Openwork prior to the first payment. Any changes to Openwork's bank information will be communicated to the County at least thirty (30) days before the effective date of the change along with a signed W-9 by an authorized representative of Openwork.

Invoices will be emailed to [accountspayable@wilco.org](mailto:accountspayable@wilco.org) or mailed to Accounts Payable:

Williamson County Auditor's Office  
Accounts Payable Department  
710 S Main, Suite 301  
Georgetown, TX 78626

**INVOICE**

ACCOUNT #      INVOICE #      INVOICE DATE  
**68010**      **30020404**      **01/19/2024**

**Openwork LLC**  
**PO Box 33365**  
**San Antonio, TX 78265**

PAYMENT TERMS  
**Net 30 Days**

ACCOUNT BILLED:

**Department Name: Williamson County Elections**

**Williamson County**  
**Attn: Accounts Payable**  
**710 S Main, Suite 301**  
**Georgetown, TX 78626**

**Page: 1 of 1**

WEEK ENDING DATE	NAME	DESCRIPTION	ASSIGN ID	TYPE	HOURS	RATE	AMOUNT
01/06/2024	Schillaci, Valerie [ Ref #: , PO #:TCNTY0000049283]	Elections Judge	674536	Reg	20.00	\$103.65	\$2,073.00
01/13/2024	Nguyen, Zachary V [ Ref #:Consultants, PO #:TCNTY0000049283]	Elections Clerk	683631	Reg	6.75	\$24.30	\$164.03
01/13/2024	Schillaci, Valerie [ Ref #: , PO #:TCNTY0000049283]	Elections Judge	674536	Reg	27.75	\$103.65	\$2,876.29

**Total This Week Worked: \$5,113.32**

**Subtotal \$5,113.32**  
**Sales Tax \$0.00**  
**Total \$5,113.32**

**PLEASE DETACH AND RETURN WITH YOUR PAYMENT**

INVOICE NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	PAYMENT DUE DATE	AMOUNT DUE	PLEASE ENTER AMOUNT PAID
30020404	68010	Williamson County	Net 30 Days	\$5,113.32	

PLEASE SEND PAYMENT TO:

Openwork LLC  
 PO Box 33365  
 San Antonio, TX 78265



**Company:** Williamson County  
**Manager Name:** Samantha Kealoha

**Consultant Name:** Valerie Schillaci  
**Date Range:** 12/31/2023 - 1/6/2024  
**Job Title:** Election Judge

**Time Details**

**Total ST: 20**

**Total OT: 0**

**Total DT: 0**

	Sun 12/31	Mon 1/1	Tue 1/2	Wed 1/3	Thu 1/4	Fri 1/5	Sat 1/6
In:	--	--	9:00 AM	9:00 AM	3:00 PM	8:30 AM	--
Out:	--	--	12:00 PM	10:00 PM	10:00 PM	4:30 PM	--
ST:	<b>0</b>	<b>0</b>	<b>3</b>	<b>6</b>	<b>4</b>	<b>7</b>	<b>0</b>
OT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
DT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Breaks:				12:00 PM - 7:00 PM	4:00 PM - 7:00 PM	12:00 PM - 1:00 PM	

**Timesheet Submission Note:**

No Mileage

**Hours Log**

User Name	Action	Log Date	Notes
Valerie Schillaci	Saved	1/8/2024 1:00:59 PM	
Valerie Schillaci	Submitted	1/8/2024 1:01:00 PM	
Valerie Schillaci	Note Added	1/8/2024 1:01:00 PM	
Anna Brewster	Approved	1/17/2024 9:35:14 AM	
Service User	Paid	1/17/2024 9:35:16 AM	
Service User	Invoiced	1/17/2024 9:35:17 AM	

Powered by Avionte



**Company:** Williamson County  
**Manager Name:** Cesar Temorres

**Consultant Name:** Zachary Nguyen  
**Date Range:** 1/7/2024 - 1/13/2024  
**Job Title:** Election Clerk

**Time Details**

**Total ST: 6.75**

**Total OT: 0**

**Total DT: 0**

	Sun 1/7	Mon 1/8	Tue 1/9	Wed 1/10	Thu 1/11	Fri 1/12	Sat 1/13
In:	--	--	--	10:15 PM	10:30 PM	11:00 PM	12:00 AM
Out:	--	--	--	10:45 PM	11:15 PM	12:00 AM	10:15 PM
ST:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.5</b>	<b>0.75</b>	<b>1</b>	<b>4.5</b>
OT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
DT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Breaks:							12:30 AM - 1:45 PM 2:30 PM - 2:45 PM 4:00 PM - 5:30 PM 6:00 PM - 8:00 PM 9:15 PM - 10:00 PM

**Timesheet Submission Note:**

**Hours Log**

User Name	Action	Log Date	Notes
Zachary Nguyen	Saved	1/14/2024 10:56:49 PM	
Zachary Nguyen	Submitted	1/14/2024 10:56:50 PM	
Kaylee Stephenson	Approved	1/15/2024 8:07:29 AM	
Service User	Paid	1/15/2024 8:07:36 AM	
Service User	Invoiced	1/15/2024 8:07:37 AM	

Powered by Avionte



**Company:** Williamson County  
**Manager Name:** Samantha Kealoha

**Consultant Name:** Valerie Schillaci  
**Date Range:** 1/7/2024 - 1/13/2024  
**Job Title:** Election Judge

**Time Details**

**Total ST: 27.75**

**Total OT: 0**

**Total DT: 0**

	Sun 1/7	Mon 1/8	Tue 1/9	Wed 1/10	Thu 1/11	Fri 1/12	Sat 1/13
In:		9:00 AM	9:00 AM	9:00 AM	9:00 AM	10:00 AM	10:00 AM
Out:		1:00 PM	3:45 PM	9:15 PM	3:15 PM	11:00 PM	1:30 PM
ST:	<b>0</b>	<b>4</b>	<b>5</b>	<b>5.5</b>	<b>4.75</b>	<b>5</b>	<b>3.5</b>
OT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
DT:	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Breaks:			11:00 AM - 12:45 PM	10:45 AM - 11:15 AM 1:00 PM - 7:15 PM	10:45 AM - 12:15 PM	1:00 PM 9:00 PM	

**Timesheet Submission Note:**

Location District 8

**Hours Log**

User Name	Action	Log Date	Notes
Valerie Schillaci	Saved	1/15/2024 10:46:52 AM	
Valerie Schillaci	Submitted	1/15/2024 10:46:52 AM	
Valerie Schillaci	Note Added	1/15/2024 10:46:52 AM	Location district 8
Anna Brewster	Approved	1/17/2024 9:35:52 AM	
Service User	Paid	1/17/2024 9:35:59 AM	
Service User	Invoiced	1/17/2024 9:36:00 AM	

Powered by Avionte





*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section C:  
Operational Information  
Requirements**

*1.8 Customized Payroll Reports*

## Customized Payroll Reports

Employee payroll reports offer detailed information about each employee's pay period, including hours worked, taxes withheld, and benefits deducted. These reports offer transparency about compensation and deductions. Payroll reports typically include the following information:

- Employee wages
- Employee hours worked
- Withheld federal income tax amounts
- Withheld state income tax amounts
- Medicare tax
- Social Security tax
- Reported tips
- Unemployment taxes
- Any other withheld tax amounts

Depending on the reported information, Openwork can provide customized reporting. Avionte, our ATS software, can be queried for detailed information requested. Standard reports include check registers, pay stubs, invoice registers, client statements, and more. Customized reports available for the County include an analysis of the County's costs by year, total number of employees onboarded, by date, by total, and employee count by year.

## Sample Reports

### Query Reports

DisplayName	Value
Branch (Transaction)	South Austin
Date Type	Accounting Period Date
Start Date	07/29/2024
End Date	08/04/2024
SSN	
Customer Name	williamson county
Employee ID	%

Select All										
BillToName	DepartmentName	EmployeeID	BoldTalentID	EmployeeName	SSN	IsW2	EmployeeStatus	EmployeeAddressStreet1	EmployeeAddressStreet2	EmployeeAddressCity
Williamson Count	Williamson County	250502	80092874	Adair, Dwight R.	466-	<input checked="" type="checkbox"/>	Active	11511 Queens Way		Austin
Williamson Count	Williamson County	250502	80092874	Adair, Dwight R.	466-	<input checked="" type="checkbox"/>	Active	11511 Queens Way		Austin
Williamson Count	Williamson County	250502	80092874	Adair, Dwight R.	466-	<input checked="" type="checkbox"/>	Active	11511 Queens Way		Austin
Williamson Count	Williamson County	316194	97690652	Allen, Paula Jane	369-	<input checked="" type="checkbox"/>	Applicant	1702 Primrose Ln		Leander
Williamson Count	Williamson County	316194	97690652	Allen, Paula Jane	369-	<input checked="" type="checkbox"/>	Applicant	1702 Primrose Ln		Leander
Williamson Count	Williamson County	316194	97690652	Allen, Paula Jane	369-	<input checked="" type="checkbox"/>	Applicant	1702 Primrose Ln		Leander

# Check Register Report



Affiliate: Openwork LLC.

For Period From: 07/29/24 - 08/04/24  
 Employee Type: All  
 Customer ID: %  
 Branch: Wilco Elections

Date Type: Check Date SSN: %  
 Sort By: Employee Name  
 Customer Name: %williamson county

## Branch : South Austin

<b>Employee Name:</b>	<b>G, Michaella R</b>	<b>Gross Amount:</b>	<b>\$150.00</b>	<b>Is DD:</b>	<b>Y</b>
<b>SSN:</b>	<b>xxxxx4197</b>	<b>Total Taxes:</b>	<b>\$11.48</b>		
<b>Check Number:</b>	<b>588249</b>	<b>Total Deductions:</b>	<b>\$0.00</b>		
<b>Check Date:</b>	<b>08/02/24</b>	<b>Net Check:</b>	<b>\$138.52</b>		

Week Worked	Customer - Department	Type	Units	Pay Rate	Total Pay
7/19/2024 - 7/25/2024	Williamson County Elections - Williamson County Inner Loop Annex	Reg	7.50	\$20.00	\$150.00

Tax Name	Taxable Gross	Tax Amount	Deduction Type	Amount	Benefit Type	Amount
Federal Income Tax	\$150.00	\$0.00				
FICA EE	\$150.00	\$9.30				
MED EE	\$150.00	\$2.18				

Bank Name	Acc Type	Routing #	Account #	Amount	Accrual Plan	Acc Units	Dep Units	Balance
Wells Fargo	Checking	111900659	560263XXXX	\$138.52				

## Subtotal - Wilco Elections

Type	Units	Total Pay
Reg	7.50	\$150.00
	<b>7.50</b>	<b>\$150.00</b>

Tax Name	Taxable Gross	Tax Amt.
Federal Income Tax	\$150.00	\$0.00
FICA EE	\$150.00	\$9.30
MED EE	\$150.00	\$2.18
		<b>\$11.48</b>

Branch Summary - Wilco Elections			
+Gross Amount	\$150.00	No. of Checks	1
+Agency Amount	\$0.00	No. of Employees	1
-Taxes	\$11.48	No. of Agency	0
-Deductions	\$0.00	Benefits	\$0.00
Net Amount	\$138.52	Accruals	0.00
		Depleted Units	0.00



Report Total		
Transaction Type	Pay Unit	Total Pay
Reg	7.50	\$150.00
	<b>7.50</b>	<b>\$150.00</b>

Tax Name	Taxable Gross	Tax Amount
Federal Income Tax	\$150.00	\$0.00
FICA EE	\$150.00	\$9.30
MED EE	\$150.00	\$2.18
		<b>\$11.48</b>

Summary			
+Gross Amount	\$150.00	No. of Checks	1
+Agency Amount	\$0.00	No. of Employees	1
-Taxes	\$11.48	No. of Agency	0
-Deductions	\$0.00	Benefits	\$0.00
Net Amount	\$138.52	Accruals	0.00
		Depleted Units	0.00



# Payroll Journal Report

Affiliate: Openwork LLC.

For Period From : 07/29/24 - 08/04/24 Date Type : Accounting Period Date SSN : % Group By: Branch Show Summary: False  
 Bank : All | All  
 Branch : Wilco Elections

Payee Name	Ck.#	Ck.Date	Gross Amn't	Fed'I Taxes	FICA	MED	State Taxes	Other Taxes	Garn.	Health Insur.	Other	Net Check	DD	Ck. Status
<b>Branch : Wilco Elections</b>														
G, Michaella R	588678	08/09/24	\$90.00	\$0.00	\$5.58	\$1.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83.11	Y	Regular
<b>Subtotal - Wilco Elections</b>														
<b>Employee Count: 1 Check Count: 1</b>			<b>\$90.00</b>	<b>\$0.00</b>	<b>\$5.58</b>	<b>\$1.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$83.11</b>		

Openwork LLC. Total			
+ Gross Amount	\$90.00	No. of Checks	1
+ Agency Pay	\$0.00	No. of Employees	1
- Taxes	\$6.89	Fed'I Taxes	\$0.00
- Deductions	\$0.00	FICA	\$5.58
Net Amount	\$83.11	MED	\$1.31
		State Taxes	\$0.00
		Other Taxes	\$0.00



# Payroll Detail By Customer Report



## Affiliate: Openwork LLC.

For Period From: 07/29/24 - 08/04/24 Date Type: Accounting Period Date  
 CustomerName: %williamson county Show Summary: False Include Burden Factor: True  
 Branch: Wilco Elections

Employee Name	Acct. Period Date	Job Title	Paid Hrs.	Billed Hrs.	Gross Wages	Employer Taxes	W.C & G.L.	Agency Cost	Total P/R Cost
<b>Branch : Wilco Elections</b>									
<b>Customer: Williamson County Elections</b>					<b>Department: Williamson County Inner Loop Annex</b>				
<b>Assignment ID:686978</b>									
D, Dennis J	08/04/24	Warehouse - Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:687872</b>									
K, Nicholas C	08/04/24	Warehouse - Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:689930</b>									
Z, Laura Y	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690087</b>									
D, David	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690088</b>									
S, Cameron	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690247</b>									
O, Megan	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690357</b>									
A, William A	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690358</b>									
C, Yakeline	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690359</b>									
H, Janet M	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690362</b>									
M, Peggy M	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690363</b>									
P, Loganathan	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690364</b>									
R, Gloria C	08/04/24	Warehouse - Support	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690545</b>									
C, Cathy J	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690550</b>									
C, Glenn E	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:690552</b>									
B, Jesse G	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Employee Name	Acct. Period Date	Job Title	Paid Hrs.	Billed Hrs.	Gross Wages	Employer Taxes	W.C & G.L.	Agency Cost	Total P/R Cost
<b>Assignment ID:692867</b>									
S, Chuck L	08/04/24	Warehouse - Support II	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692869</b>									
F, Emilia I	08/04/24	EV Primary Runoff Deputy May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692879</b>									
F, Richard E	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692886</b>									
G, Delvin L	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692887</b>									
S, Patricia A	08/04/24	EV Clerk April 18th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692888</b>									
B, Lauren R	08/04/24	EV Primary Runoff Deputy May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692891</b>									
F, Erin E	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692892</b>									
E, Robert L	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692893</b>									
S, Chuck L	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692940</b>									
B, Linda E	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692942</b>									
J, Yvon R	08/04/24	EV Ballot Board Clerk 5/24	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692944</b>									
M, Brenda K.	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692946</b>									
M, Barbara	08/04/24	EV Ballot Board Clerk 5/24	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692947</b>									
M, Ania J	08/04/24	EV Primary Runoff Clerk May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692948</b>									
M, JOHN C	08/04/24	EV Ballot Board Clerk 5/24	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692949</b>									
R, Judith L	08/04/24	Warehouse - Support II	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692950</b>									
S, Cameron	08/04/24	Field Technician	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692952</b>									
W, Darlena E	08/04/24	EV Ballot Board Judge 5/24	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:693016</b>									
S, Jessica	08/04/24	EV Ballot Board Judge 5/24	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Employee Name	Acct. Period Date	Job Title	Paid Hrs.	Billed Hrs.	Gross Wages	Employer Taxes	W.C & G.L.	Agency Cost	Total P/R Cost
<b>Assignment ID:692636</b>									
W, Darlena E	08/04/24	Ballot Board Primary Runoff May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692638</b>									
Y, Barbara F	08/04/24	Ballot Board Primary Runoff May 28th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692675</b>									
C, Karen Y	08/04/24	Ballot Board Judge May 4th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692676</b>									
F, Dorothy A	08/04/24	Central Count Judge	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Assignment ID:692951</b>									
S, Jessica	08/04/24	Ballot Board Judge May 4th	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total for Williamson County Elections</b>			<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total for Wilco Elections</b>									
<b>39</b>			<b>4.50</b>	<b>4.50</b>	<b>\$90.00</b>	<b>\$8.65</b>	<b>\$0.03</b>	<b>\$0.00</b>	<b>\$98.68</b>

Openwork LLC. Total		
No. of Customers	1	+ Gross Wages \$90.00
No. of Employees	39	+ Employer Taxes \$8.65
		+ W.C & G.L \$0.03
		+ Agency Cost. \$0.00
		+ Employer Contribution \$0.00
		<hr/>
		Total P/R Cost : \$98.68

# Taxes Summary Report



For Period From: 07/29/24 - 08/04/24 Date Type: Accounting Period Date  
 Supplier: All  
 Branch: Wilco Elections  
 Tax Name: %  
 Show FFCRA Tax: False Show Local Taxes: False

Staffing Company: Openwork LLC.

FEIN:852080179

Taxing Juris	Gross Wages	Subject Wages	Taxable Wages	Tax Amount
<b>Federal</b>				
Federal Income Tax	\$90.00	\$90.00	\$90.00	\$0.00
FICA EE	\$90.00	\$90.00	\$90.00	\$5.58
FICA ER	\$90.00	\$90.00	\$90.00	\$5.58
FUTA ER	\$90.00	\$90.00	\$90.00	\$0.54
MED EE	\$90.00	\$90.00	\$90.00	\$1.31
MED ER	\$90.00	\$90.00	\$90.00	\$1.31
<b>Total Federal</b>				<b>\$14.32</b>
<b>Texas</b>				
TEXAS SUI ER	\$90.00	\$90.00	\$90.00	\$1.22
<b>Total Texas</b>				<b>\$1.22</b>

Grand Total		
Tax Name	Tax Amount	Employee Count
FICA EE	\$5.58	1
FICA ER	\$5.58	1
FUTA ER	\$0.54	1
MED EE	\$1.31	1
MED ER	\$1.31	1
TEXAS SUI ER	\$1.22	1
<b>Total</b>	<b>\$15.54</b>	<b>1</b>





*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section D:  
Price Proposal**



**Bill Rates and Fees**

Openwork has an internal Controller who manages the accounting process and financial statement preparation within QuickBooks and reviews the financial statements with an outside CPA firm annually. Openwork also has a Director of Payroll who manages the entire payroll and billing process and ensures the accuracy of the information being gathered and processed within our software system used to process payroll and billing, Avionte.

Openwork uses a quick and easy e-time entry, approval, and submission system through the Avionte BOLD Applicant Tracking System (ATS) platform. Any hours submitted by an Openwork employee on assignment require approval by the client each Monday before 5:00pm for the previous work week. The County will be billed based on hours that have been approved and signed by a supervisor. Training and materials on Avionte’s e-time card approval process and login portal instructions will be provided by Openwork to designated departments and temporary employees assigned to a position with the County.

Payment for hours in excess of 40 hours worked per week will be calculated at an overtime (OT) rate. Overtime will be pre-approved by the County at 1.5x the straight-time hourly pay rate and billed at 1.5x the straight-time hourly bill rate. Any request by the County to modify this rate or request an Openwork temporary to work after hours in excess of 40 hours per week will be pre-approved and mutually agreed upon by the County and Openwork’s authorized representatives. County observed holidays, if pre-approved and applicable, will be paid at 1.5x the straight-time hourly pay rate and billed at 1.5x the straight-time hourly bill rate.

Payrolling Rate

<u>Positions</u>	<u>Percent Markup</u>	<u>Hourly Bill Rate</u>
All Williamson County Election Workers	27%	Hourly Pay Rate x 1.27

Conversion Fees

Openwork invests considerable resources in attracting, evaluating, and hiring our assigned employees to the County. The County agrees that it will not, without Openwork’s written consent, transfer to another entity’s payroll, or perform services for the County while on the payroll of any person or firm other than Openwork during 600 hours of temporary employment on each assignment with the County.

There are no additional charges to convert an Openwork temporary employee to the County’s payroll after 600 hours of temporary employment for each assignment. During this 600-hour period, Openwork is responsible for the employee’s salary and statutory costs such as FICA, Withholding, SUTA, FUTA, Worker’s Compensation Insurance, and ACA compliance. Should the County decide to convert an Openwork employee to the County prior to completing 600 hours on assignment with the County, there will be an agreed upon non-solicitation of the Openwork employee to apply directly to the County prior to the completion of 600 hours. Overtime hours are excluded from total hours worked when calculating conversion hours.

If the County is interested in converting an Openwork employee, the County will notify Openwork at least two weeks in advance of making an offer to hire the Openwork employee, contingent upon any conversion fees or remaining hours worked under 600 hours of temporary employment for each assignment. Should the County determine to convert an Openwork assigned employee to the County’s payroll prior to completing the 600 hours of temporary employment with the County, Openwork will use the conversion fee schedule below to calculate the conversion fee for each Openwork employee who converts to the County prior to 600 hours of temporary employment on assignment with the County.

Conversion Fee Schedule:

Hours Worked For You Under This Agreement	Total Conversion Fee (Annual Salary/Projected One Year Earnings)
0 - 299	25%
300 - 399	20%
400 - 499	15%
500 - 699	10%
Over 600	0%

Fee Modifications

Openwork guarantees the fees set forth in this proposal and reserves the right to request a raise the bill rate at time or renewal of if any of the following occur:

- a. An increase in the consumer price index; an increase in payroll taxes or other increase in our underlying burden or costs; changes in applicable laws; or the character and/or nature of the business or assignment changes.
- b. Required minimum wage rates, prevailing wage laws, or mandatory benefit requirements related to the employment of temporary employees.

If the County hires an Openwork employee presented to the County within a period of one year (12 months) after they were presented for a County position through Openwork, during the term of this contract, and works for the County as an independent consultant or through another staffing service or outsourcing company, the County agrees to pay Openwork, without a guarantee, a placement fee of 25% of the positions Annualized Gross Income.

Additional Services:

In addition to providing Payrolling Services, Openwork offers:

- **Temporary-to-Hire Staffing:** This flexible approach can be used for project work, unpredictable workloads, or other short-term needs. It can also be used as a way to determine if your new employee is a good fit before hiring them directly (something we call “temp-to-hire”).
- **Direct Hire Recruiting:** Looking to fill a long-term need with a sustainable workload? We can help you recruit direct hires as permanent employees. They’ll function just like your other employees, but we’ll take on all the heavy lift of finding you the perfect fit.
- **Onsites:** We can place a dedicated manager at your location to oversee the entire administration of your temporary workforce. From facilitating trainings to monitoring employee performance, that’s a lot of work off your plate!
- **Managed Service Provider:** We act as a central point of coordination and accountability for your temporary employees to improve talent sourcing, selection, retention, and productivity. Streamline your staffing services by letting us handle all staffing vendors for you!



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section D:  
Price Proposal**

**a. Appendix A**

COST PROPOSAL APPENDIX A

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

<p><b>Mark-up percentage per hour for each position specified</b></p> <p style="text-align: center;"><b>27 %</b></p>
--

Mark-up shall be based on the hourly rate provided by Williamson County on Appendix B herein.

Name and Address of Respondent: Openwork LLC

Telephone: (737) 263-2081 Email address: arlaine.decrevel@openwork.com

Signature: 

Printed Name: Arlaine Decrevel, MBA, PHR, SHRM-CP

Title: Vice President Public Sector



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section D:  
Price Proposal**

**b. Appendix B**

<b>Payroll Services for Referred and Existing Labor</b>		
<b>Item</b>	<b>Position Name</b>	<b>Hourly Pay</b>
1	Supervisor Early Voting (EV)	\$17.00
2	Alternate Supervisor (EV)	\$15.00
3	Clerks (EV)	\$15.00
4	Student Clerks (EV)	\$15.00
5	Judge Elections Day (ED)	\$17.00
6	Alternate Judge (ED)	\$15.00
7	Clerks (ED)	\$15.00
8	Student Clerks (ED)	\$15.00
9	Field Techs EV and ED	\$17.00
10	Central Count Judge	\$17.00
11	Central Count Alternate Judge	\$15.00
12	Central Count (Inside)	\$15.00
13	Central Count (outside)	\$15.00
14	Central Count (Team Leader Outside)	\$15.00
15	Public Test	\$15.00
16	Judge Early Voting Ballot Board (EVBB)	\$17.00
17	Alternate Judge (EVBB)	\$17.00
18	Clerks (EVBB)	\$17.00
19	Warehouse	\$15.00 - \$20.00
20	Data Entry/Scanning	\$15.00
21	Phone Banks	\$15.00
22	Delivery Fee	\$25.00



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section E:  
References and Similar Contracts**



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section E:**

**a. References**

**References**

Openwork has experience and references with projects similar in size and scope with the available necessary personnel, skills, qualifications, facilities, and equipment required to fulfill all requirements set forth in RFP No.: 24RFP65 Payroll Services for Temporary Labor for the Elections Department for Williamson County.

Below includes the name, address, telephone number and email address of the primary contact for at least three (3) government, or like type organizations, that have utilized similar services within the last three (3) years.

**Project Overview:**

Williamson County wishes to utilize a payroll service agency to process payroll checks for referred and existing temporary employees working elections held throughout the year. The utilization of temporary staff will fluctuate depending on the size of each election held and will be utilized on an as-needed basis.

**Project Objectives:**

Provide payroll processing for the positions and assignments listed in Appendix B and/or additional staffing on an as needed basis on the spot during Election events for a four-year (4) initial term, with two (2) one-year renewals.

**Project Criteria:**

Minimum Requirements

- a. Allow and accept employee documentation within 24 hours of hire;
- b. Maintain paperwork for all employees whether assigned or not as they may be utilized at any time (time sheets, new hire, paperwork, etc.);
- c. Physically be present at Elections Department to assist new hires with questions and the hiring process during central counting operations on Election night only. (Estimated 4-7 days per year);
- d. Provide ability to submit and receive new hire paperwork both electronically and in paper form;
- e. Provide the ability to have customized payroll items, such as:
  - 1.1. Paychecks
  - 1.2. List line items on pay stub as provided on a customized timesheet
  - 1.3. Ability to process payroll based on multiple project numbers (i.e. multiple elections worked) during same pay period.
- f. Provide options for both direct deposit and check submittal of payment;
- g. Provide reports coinciding with agency Pay Dates for election personnel which include each employee's name, position worked, project code, hourly pay rate, regular and overtime hours, gross pay, pay date, and report that includes each employee's gross pay, taxes, and percent markup cost;
- h. Provide the ability to verify check has or has not been cashed;
- i. Provide the ability for Elections Administrator or designated representative to view/verify payment processing status;
- j. Provide Payroll services including processing of Federal Payroll Taxes, Unemployment Insurance, and quarter/annual tax reporting, and W2 reporting. Post payroll reports that include the actual markup cost for each position, to include FICA.

Preferred Requirements

- a. Verify mailing addresses on time sheets of employees prior to mailing paycheck;
- b. Receive list of approved workers/pay rates from the Elections Administrator or designated representative;
- c. Timesheets will be reviewed, processed, and submitted for approval to the Elections Administrator or designated representative. Any corrections will be issued after approval by the Elections Administrator or designated representative.

**Project Criteria:**

Preferred Requirements (Continued...)

- d. Provide ability for web-based, remote accessible portal for Elections to submit time sheets and payroll information to successful vendor. Within the system the Elections Administrator or designated representative should:
  - Have the ability to run reports regarding payroll information;
  - Have the ability to verify check has or has not been cashed;
  - Have the ability to view/verify payment processing status;
- e. Provide comprehensive payroll services to include accumulations, tabulations, and payment for services of completed weekly pay periods;
- f. Accounting for all applicable state and federal taxes, to include annual required tax documents.

<b>Reference No. 1:</b>	
Client Company Name:	<b>Harris County</b>
Contact Name #1:	Paulette Davis
Title:	Human Resources Director, Resources for Children and Adults
Address:	1001 Preston St #670, Houston, TX 77002
Phone:	Office: (713) 394-4165 / Cell: (713) 206-6997
Email:	<a href="mailto:Paulette.Davis@harriscountytx.gov">Paulette.Davis@harriscountytx.gov</a>
Contact Name #2:	Gloria Williams
Title:	Director Human Resources, Tax Assessors Office
Address:	1001 Preston St #670, Houston, TX 77002
Phone:	Office: (713) 274-8055
Email:	<a href="mailto:Gloria.Williams@tax.hctx.net">Gloria.Williams@tax.hctx.net</a>
Dates of Service:	2002 – Present
Services Provided:	Temporary, Temporary to Hire, Internship, Direct Hire, and Payroll Services

<b>Reference No. 2:</b>	
Client Company Name:	<b>Travis County</b>
Contact Name #1:	Michael Montecalvo
Title:	Tax Office Manager
Address:	2433 Ridgepoint Drive, Austin, TX 78754
Phone:	Office: (512) 854-4253 / Cell: (512) 854-4868
Email:	<a href="mailto:Michael.Montecalvo@traviscountytx.gov">Michael.Montecalvo@traviscountytx.gov</a>
Contact Name #2:	Monica Johns
Title:	Senior Office Manager
Address:	2433 Ridgepoint Drive, Austin, TX 78754
Phone:	Office: (512) 854-4372 / Cell: (512) 587-5341
Email:	<a href="mailto:Monica.Johns@traviscountytx.gov">Monica.Johns@traviscountytx.gov</a>
Dates of Service:	1999 – Present
Services Provided:	Temporary, Temporary to Hire, Internship, Direct Hire, and Payroll Services

<b>Reference No. 3:</b>	
Client Company Name:	<b>City of Austin</b>
Contact Name #1:	Mona Allen
Title:	Program Manager II, Human Resources
Address:	6800 Burleson Rd, Suite 310, Austin, TX 78744
Phone:	Office: (512) 972-5099 / Cell: (512) 765-3474
Email:	<a href="mailto:Mona.Allen@austintexas.gov">Mona.Allen@austintexas.gov</a>
Contact Name #2:	Corey Greenwood, SHRM-CP
Title:	Events and Exhibitor Services Manager
Address:	500 East Cesar Chavez St, Austin, TX 78701
Phone:	Office: (512) 404-4213
Email:	<a href="mailto:Corey.Greenwood@austintexas.gov">Corey.Greenwood@austintexas.gov</a>
Dates of Service:	2020 – Present
Services Provided:	Temporary, Temporary to Hire, Direct Hire, and Payroll Services

<b>Reference No. 4:</b>	
Client Company Name:	<b>Employees Retirement System of Texas</b>
Contact Name #1:	Meghann Robinson
Title:	Benefits Counseling Manager
Address:	200 East 8 <sup>th</sup> Street, Austin, TX 78701
Phone:	Office: (512) 867-7455
Email:	<a href="mailto:Meghann.Robinson@ers.texas.gov">Meghann.Robinson@ers.texas.gov</a>
Contact Name #2:	Kraig Heinzl
Title:	Member Benefits Services Supervisor
Address:	200 East 8 <sup>th</sup> Street, Austin, TX 78701
Phone:	Office: (512) 867-7478
Email:	<a href="mailto:Kraig.Heinzl@ers.texas.gov">Kraig.Heinzl@ers.texas.gov</a>
Dates of Service:	2017 – Present
Services Provided:	Temporary, Temporary to Hire, Internship, and Payroll Services

<b>Reference No. 5:</b>	
Client Company Name:	<b>GT Distributors</b>
Contact Name #1:	Susan Majefski
Title:	Accounts Payable/Customer Service Manager
Address:	1124 New Meister Ln, Pflugerville, TX 78660
Phone:	Office: (512) 691-5858
Email:	<a href="mailto:Susan.Majefski@gtdis.com">Susan.Majefski@gtdis.com</a>
Contact Name #2:	Carol Stafford
Title:	Accounts Payable/Records Manager
Address:	1124 New Meister Ln, Pflugerville, TX 78660
Phone:	Office: (512) 451-8298
Email:	<a href="mailto:Carol.Stafford@gtdist.com">Carol.Stafford@gtdist.com</a>
Dates of Service:	2010 – Present
Services Provided:	Temporary, Temporary to Hire, Direct Hire, and Payroll Services



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section E:**

**b. Similar Contracts**

## Similar Contracts

Openwork has experience with projects similar in size and scope with the available necessary personnel, skills, qualifications, facilities, and equipment required to fulfill all requirements set forth in RFP No.: 24RFP65 Payroll Services for Temporary Labor for the Elections Department for Williamson County and any resulting contract, including but not limited to:

- Openwork temporary staff scheduled to report to the County shall meet all minimum criteria and credentials.
- Openwork complies with all applicable safety rules, regulations, and standards.
- Openwork provides qualified and dependable staff, consistently at work, on time, as scheduled, follows instructions, and management direction.
- Openwork provides all payroll services including processing of Federal Payroll Taxes, Unemployment Insurance, and quarter/annual tax reporting, and W2 reporting to include post payroll reports.

Openwork has provided the following services within the last five (5) years and serves as an experienced and highly qualified provider of temporary staffing services for the County.

Service Category:	Agencywide Temporary Staffing Services
Client company name:	<b>Harris County</b>
Physical address:	1001 Preston St #670, Houston, TX 77002
Description of services provided, including dates of service:	<p><b>Dates of Service:</b> 2002 – Present</p> <p><b>Services Provided:</b> Temporary, Temporary to Hire, Internship, Direct Hire, and Payroll Services</p> <p><b>Positions Filled:</b> Multiple departments including Administrative, Technical, Network Support, Programmers, Human Resources, Case Managers, Operations, Call Center Representatives, Law Interns, Accounting, Clerical, Customer Service, Consultants, Custodians, Librarians, Disaster Recovery Workers, Court Investigators, Quality Control, PAL Program, Lee Summer Intern Program, Managerial, Maintenance Technicians, GIS Analyst, Project Directors, HAY Center Summer Jobs, Facilitators, Convenors, Dispatchers, Window Tellers, Management Trainees, IT Assistants, Schedulers, Tax Office, Voters Registration, Election Workers, and more.</p>
Contact person:	<b>Paulette Davis</b>
Title:	Human Resources Director, Resources for Children and Adults
Email address:	<a href="mailto:Paulette.Davis@harriscountytexas.gov">Paulette.Davis@harriscountytexas.gov</a>
Telephone number:	Office (713) 394-4165 / Cell (713) 206-6997
Contact person:	<b>Gloria Williams</b>
Title:	Director Human Resources, Tax Assessors Office
Email address:	<a href="mailto:Gloria.Williams@tax.hctx.net">Gloria.Williams@tax.hctx.net</a>
Telephone number:	(713) 274-8055

Service Category:	Agencywide Temporary Staffing Services
Client company name:	<b>Travis County</b>
Physical address:	700 Lavaca St, Suite #800, Austin, TX 78701
Description of services provided, including dates of service:	<p><b>Dates of Service:</b> 1999 – Present</p> <p><b>Services Provided:</b> Countywide Temporary, Temporary to Hire, Internship, Direct Hire, and Payroll Services</p> <p><b>Positions Filled:</b> 40+ departments with clinical and non-clinical positions for critical COVID-19 Eldercare and Emergency Management departments as well as commercial staffing, i.e., senior management in administrative, clerical, accounting, purchasing, legal, human resources, light industrial, technical, customer service, medical, and managerial positions, i.e.,</p> <p>Administrative Assistant, Court Clerk, Customer Support Analyst, Receptionist, Business Analyst, Office Specialist, Licensed Vocational Nurse (LVN), Registered Nurse (RN), Certified Nurse Assistant (CNA), Certified Medication Aide (CMA), Paramedic, Emergency Medical Technician (EMT), Tax Office Specialist, Clerk/Admin Support, Warehouse Assistant, Dietary Cook, Housekeeper / EVS Tech, Laundry Worker, Planner/Statistician, Histologist II, Cook, Human Resources, Data Entry, Voter's Registration, Customer Service Representative, Data Entry Clerk, Mail Clerk, Office Specialist, Office Support, and Tax Office Specialist I, Administrative Assistant I, Administrative Associate, Admin/Support, Clerk/Analyst, and Election Workers, and more.</p>
Contact person:	<b>Michael Montecalvo</b>
Title	Tax Office Manager
Email address:	<a href="mailto:Michael.Montecalvo@traviscountytx.gov">Michael.Montecalvo@traviscountytx.gov</a>
Telephone number:	(512) 854-4253 / Cell (512) 854-4868
Contact person:	<b>Monica Johns</b>
Title	Senior Office Manager
Email address:	<a href="mailto:Monica.Johns@traviscountytx.gov">Monica.Johns@traviscountytx.gov</a>
Telephone number:	(512) 854-4372 / Cell (512) 587-5341

Service Category:	Agencywide Temporary Staffing Services
Client company name:	<b>Williamson County Elections</b>
Physical address:	301 SE Inner Loop, Georgetown, TX 78626
Description of services provided, including dates of service:	<p><b>Dates of Service:</b> 2017– Present</p> <p><b>Services Provided:</b> Payroll Services</p> <p><b>Positions Filled:</b> All Elections Workers, i.e., Judge, Alternate Judge, Supervisor, Clerk, Field Technician, Support Clerk, Warehouse Worker, Phone Bank, Ballot Board Worker, Signature Verification Clerk, Voter Registration Clerk, Poll Worker, and Assistant Supervisor.</p>
Contact person:	<b>Logan Smith</b>
Title:	Deputy Elections Administrator
Email address:	<a href="mailto:logan.smith@wilco.org">logan.smith@wilco.org</a>
Telephone number:	(512) 943-1569
Contact person:	<b>Kristine Heimerman</b>
Title:	Field Supervisor
Email address:	<a href="mailto:Kristine.Heimerman@wilco.org">Kristine.Heimerman@wilco.org</a>
Telephone number:	(512) 943-1786

Service Category:	Agencywide Temporary Staffing Services
Client company name:	<b>City of Austin</b>
Physical address:	6800 Burlison Rd, Suite 310, Austin, TX 78744
Description of services provided, including dates of service:	<p><b>Dates of Service:</b> 2020 – resent</p> <p><b>Services Provided:</b> Temporary, Temporary to Hire, Internship, Direct Hire, and Payroll Services</p> <p><b>Positions Filled:</b> COVID/Non-COVID Medical and support staff for vaccination sites, testing sites, patient monitoring centers, alternate care site, shelters, downtown community court, and other essential and general staff positions, i.e., Support/Admin, Clerical, Case Workers, Site Supervisors, Customer service Representatives, Accounting Clerks, Inventory Managers, Registered Nurses (RNs), Licensed Vocational Nurse (LVNs), Paramedics/Emergency Medical Technicians (EMTs), Certified Medication Aides (CMAs), Certified Nursing Assistant (CNAs), and Medical Assistants (MAs), for multiple City of Austin locations and surrounding areas.</p>
Contact person:	<b>Mona Allen</b>
Title:	Program Manager II, Human Resources
Email address:	<a href="mailto:Mona.Allen@austintexas.gov">Mona.Allen@austintexas.gov</a>
Telephone number:	(512) 972-5099 / (512) 765-3474
Contact person:	<b>Corey Greenwood, SHRM-CP</b>
Title:	Events and Exhibitor Services Manager
Email address:	<a href="mailto:Corey.Greenwood@austintexas.gov">Corey.Greenwood@austintexas.gov</a>
Telephone number:	(512) 404-4213

Service Category:	Agencywide Temporary Staffing Services
Client company name:	<b>Employees Retirement System of Texas (ERS)</b>
Physical address:	200 East 18 <sup>th</sup> Street, Austin, Texas 78701
Description of services provided, including dates of service:	<p><b>Dates of Service:</b> 2017 – Present</p> <p><b>Services Provided:</b> Temporary, Temporary to Hire, Internship, and Payroll Services</p> <p><b>Positions Filled:</b> Accountant I-IV, Accounting Clerk, Administrative Assistant I – III, Benefit Specialist III, Clerk III, Customer Service Representative, Data Entry Clerk I – III, Data Entry Operator, Executive Assistant III, Functional Systems Analyst, HR Specialist III, Intern I-III, Investment Analyst, Maintenance Technician I – III, Program Associate, Program Specialist III, Reconciliation Accountant, Research Assistant, Research Specialist III, Business Intelligence Analyst, Project Manager, Systems Analyst, and Technical Support Representative.</p>
Contact person:	<b>Meghann Robinson</b>
Title:	Benefits Counseling Manager
Email address:	<a href="mailto:Meghann.Robinson@ers.texas.gov">Meghann.Robinson@ers.texas.gov</a>
Telephone number:	(512) 867-7455
Contact person:	<b>Kraig Heinzl</b>
Title:	Member Benefits Services Supervisor
Email address:	<a href="mailto:Kraig.Heinzl@ers.texas.gov">Kraig.Heinzl@ers.texas.gov</a>
Telephone number:	(512) 867-7478



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section F:  
Requested Forms**



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section F:  
Required Forms**

**a. Anti-Boycott Statement**

WILLIAMSON COUNTY
STATE OF TEXAS REQUIRED STATEMENTS

Per Texas Government Code 2271.001, Company certifies that:

[X] Company does not and will not boycott Israel during the term of the contract;

And

Per Texas Government Code 2274.002, Company certifies that:

[X] Company does not and will not boycott energy companies during the term of the contract;

And

[X] 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 Openwork LLC

Signed By [Signature]

Print Name and Title Arlaine Decrevel, Vice President Public Sector

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.

*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section F:  
Required Forms**

**b. Conflict of Interest Questionnaire**

## CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

**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.**

Openwork LLC

**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.**

Barbi Hageman

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.**

Not Applicable

**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

August 15, 2024

Date



*Proposal for Payroll Services for Referred and Existing  
Labor for Elections*

**Section F:  
Requested Forms**

*c. Certificate of Insurance*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1206278

Date Filed:  
08/27/2024

Date Acknowledged:

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

Openwork 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.**

2024281  
24RFP65 Payroll Services for Referred and Existing Labor for Elections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Santrach, Stephen	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 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ Travis \_\_\_\_\_ County, State of \_\_\_\_\_ Texas \_\_\_\_\_, on the 27th day of August, 20 24.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Openwork LLC  
 Austin, TX United States

**Certificate Number:**  
 2024-1206278

**Date Filed:**  
 08/27/2024

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

**Date Acknowledged:**  
 08/27/2024

**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.**  
 2024281  
 24RFP65 Payroll Services for Referred and Existing Labor for Elections

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

**Commissioners Court - Regular Session**

**45.**

**Meeting Date:** 09/17/2024

Approval of Purchase for Election Equipment from Elections Systems and Software for the Elections Department

**Submitted For:** Joy Simonton

**Submitted By:** Barbi Hageman, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase #2024298 between Williamson County and Election Systems & Software for the amount of \$467,725.00 pursuant to BuyBoard #710-23 and authorizing the execution of the purchase for FY 2024.

**Background**

The approval of this purchase will benefit the Williamson County Elections Department with the quoted equipment for the upcoming election. The attached quote contains the details of the materials and software required. Funding source is 01.0378.0378.004251. Origination #636. The department point of contact is Bridgette Escobedo.

**Fiscal Impact**

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

**Attachments**

ES&S Quote

Form 1295 ES&S

**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

09/11/2024 02:33 PM

09/11/2024 02:36 PM

Started On: 09/09/2024 11:22 AM

**Williamson County, Texas**  
**Purchase Proposal Quote - Texas BuyBoard Contract # 710-23**  
 Submitted by Election Systems & Software

**Purchase Solution Includes:**

Quantity	Item Description	Unit Price	Extended Price
<b>Tabulation Hardware</b>			
	<b>DS300 Poll Place Scanner and Tabulator:</b>		
5	Tote Bin	\$395.00	\$1,975.00
80	Standard 8GB Memory Device (Additional)	\$230.00	\$18,400.00
	<b>DS200 Poll Place Scanner and Tabulator:</b>		
300	Tote Bin	\$395.00	\$118,500.00
350	#2 Ballot Box Lock	\$11.00	\$3,850.00
	<b>ExpressVote Universal Voting System:</b>		
900	ExpressVote Soft-Sided Case	\$250.00	\$225,000.00
125	ExpressVote Printer (For Printing of ExpressVote Activation Cards)	\$800.00	\$100,000.00
X	1 Year Hardware and Software Warranty		Included
X	Estimated Shipping and Handling		Per Quote
	<b>Total Purchase Solution</b>		<b><u>\$467,725.00</u></b>

**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 thirty (30) days and thereafter may change.
3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ELECTION SYSTEMS & SOFTWARE, LLC  
Omaha, NE United States

Certificate Number:  
2024-1212021

Date Filed:  
09/10/2024

Date Acknowledged:

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
2024298  
ExpressVote Tabulation Supplies / Elections

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GOVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States	X	

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

**6 UNSWORN DECLARATION**

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

My address is [redacted] (street), [redacted] (city), [redacted] (state), 68137 (zip code), USA (country).

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

Executed in Douglas County, State of Nebraska, on the 10 day of September, 2024.  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity (Declarant)



**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 09/17/2024

Approval of the Guaranteed Maximum Price (GMP) Bid Package 01 – Fence & Gate with RFP #23RFP93 Construction Manager at Risk (CMAR), J.T. Vaughn Construction, LLC, for the Justice Complex Improvements Project 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 Guaranteed Maximum Price Proposal (GMP) Bid Package 01 – Fence & Gate with awarded RFP #23RFP93 Construction Manager at Risk (CMAR) for the Justice Complex Improvements Project, J.T. Vaughn Construction, LLC, in the amount of Six hundred forty-six thousand one hundred eighty-four Dollars (\$646,184.00) and authorize the execution of the GMP between J.T. Vaughn Construction, LLC, and Williamson County. The funding source is P476.

**Background**

The guaranteed maximum price (GMP) Bid Package 01 – Fence & Gate is for the Justice Complex Improvements Project RFP #23RFP93 awarded on 05/07/2024 with agenda item #38, to perform the work approved on the above-mentioned project. The funding source is P476 and the point of contact is Christy Matoska.

**Fiscal Impact**

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

**Attachments**

GMP Bid Package 01 – Fence & Gate  
Form 1295 - J.T. Vaughn Construction, LLC

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stacian Williams  
Final Approval Date: 09/11/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/11/2024 02:26 PM  
09/11/2024 02:34 PM  
Started On: 09/05/2024 03:40 PM

# WILLIAMSON COUNTY

---

## Justice Complex Improvements

GMP-01

Project Number: P476

August 21, 2024



Vaughn Project No. 3161-01 | Georgetown, Texas

**TABLE OF CONTENTS**

---

-----  
**Phase: GMP-01**

**Date: August 21, 2024**

**Tab 1** Guaranteed Maximum Price Proposal

**Tab 2** Executive Project Summary

**Tab 3** Project Team

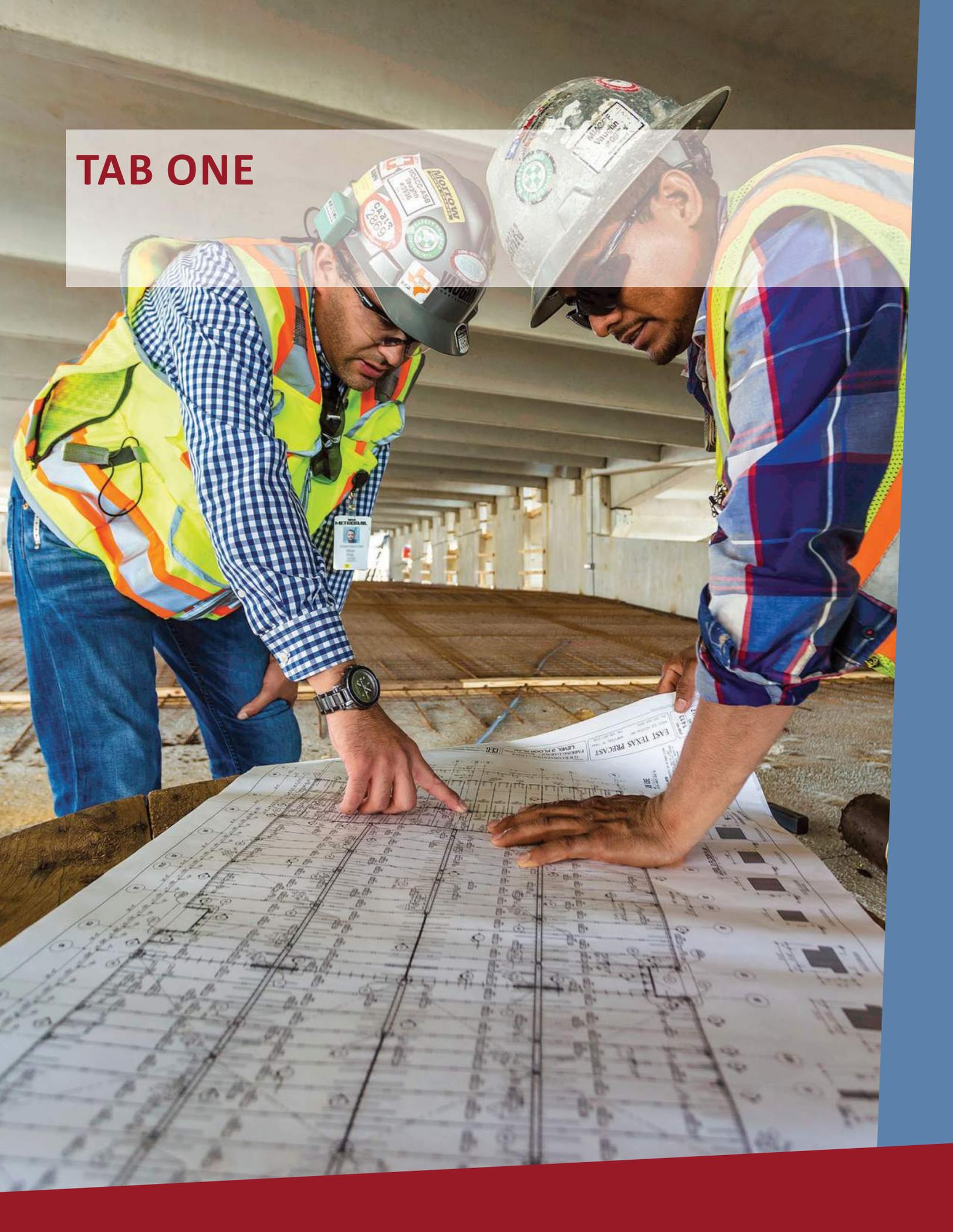
**Tab 4** List of Documents

**Tab 5** Qualifications and Value Engineering

**Tab 6** GMP Proposal Breakdown

**Tab 7** Project Schedule

# TAB ONE



**GUARANTEED MAXIMUM PRICE PROPOSAL**  
**Justice Complex Improvements Project**  
**Bid Package 01 – Fence & Gate**

J.T. Vaughn Construction, LLC (“CMAR”) hereby submits to Williamson County, Texas (“County”) for the use and benefit County pursuant to the provisions of the Contract for Construction Manager-at-Risk Project Delivery dated May 9, 2024 (“Contract”), a Guaranteed Maximum Price (“GMP”) proposal for Bid Package 01 – Fence & Gate for the Justice Complex Improvements (“Project”), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

**Cost of the Work.**

A not-to-exceed amount for the Cost of the Work for Bid Package 01 – Fence & Gate pursuant to the Contract:

**Four hundred ninety-seven thousand one hundred forty-one Dollars (\$497,141.00)**

**CMAR’s Fee.**

A fixed sum fee for CMAR’s Fee for Bid Package 01 – Fence & Gate pursuant to the Contract:

**One hundred forty-nine thousand forty-three Dollars (\$149,043.00)**

**Total GMP.**

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 01 – Fence & Gate complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

**Six hundred forty-six thousand one hundred eighty-four Dollars (\$646,184.00)**

CMAR hereby guarantees to County not to exceed the above referenced GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause such GMP to be exceeded shall be paid by CMAR without reimbursement by County.

**Contract Time.**

The date for achieving Substantial Completion of Bid Package 01 – Fence & Gate shall be **June 10, 2025 (272) Calendar Days** from the Notice to Proceed with such construction.

**Withdrawal of GMP Proposal.**

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

**Liquidated Damages.**

CMAR further agrees to pay, as Liquidated Damages, to County the sum Seven Hundred Fifty Dollars (\$750) per calendar day for failure to complete the work for the Bid Package 01 – Fence & Gate within the Contract Time in accordance with the Contract.

**Owner's Contingency.**

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

**Twenty-four thousand eight hundred fifty-seven Dollars (\$24,857.00)**

CMAR and County have agreed to separately phase out various scopes of the construction services of Project and execute this Guaranteed Maximum Price Proposal as to only the Bid Package 01 – Fence & Gate phase of construction services so that such phase of construction can be commenced and completed on or before the Substantial Completion date set out in this Guaranteed Maximum Price Proposal. CMAR and County hereby acknowledge they will negotiate additional Guaranteed Maximum Price Proposals in order to include the remainder scope of construction services for the entire Project following execution of this Guaranteed Maximum Price Proposal. CMAR acknowledges and agrees that the remainder scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 of the Contract to increase CMAR's Fee percentage that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 of the Contract shall not be changed or modified due to any phasing of the construction services.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 01 – Fence & Gate.

CMAR:

ITW Fence Gate Construction, LLC

By: 

Signature

Danny Thompson  
Chief Executive Officer

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

\_\_\_\_\_  
Title

Date Signed: 01/29, 2024

COUNTY:

Williamson County, Texas

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

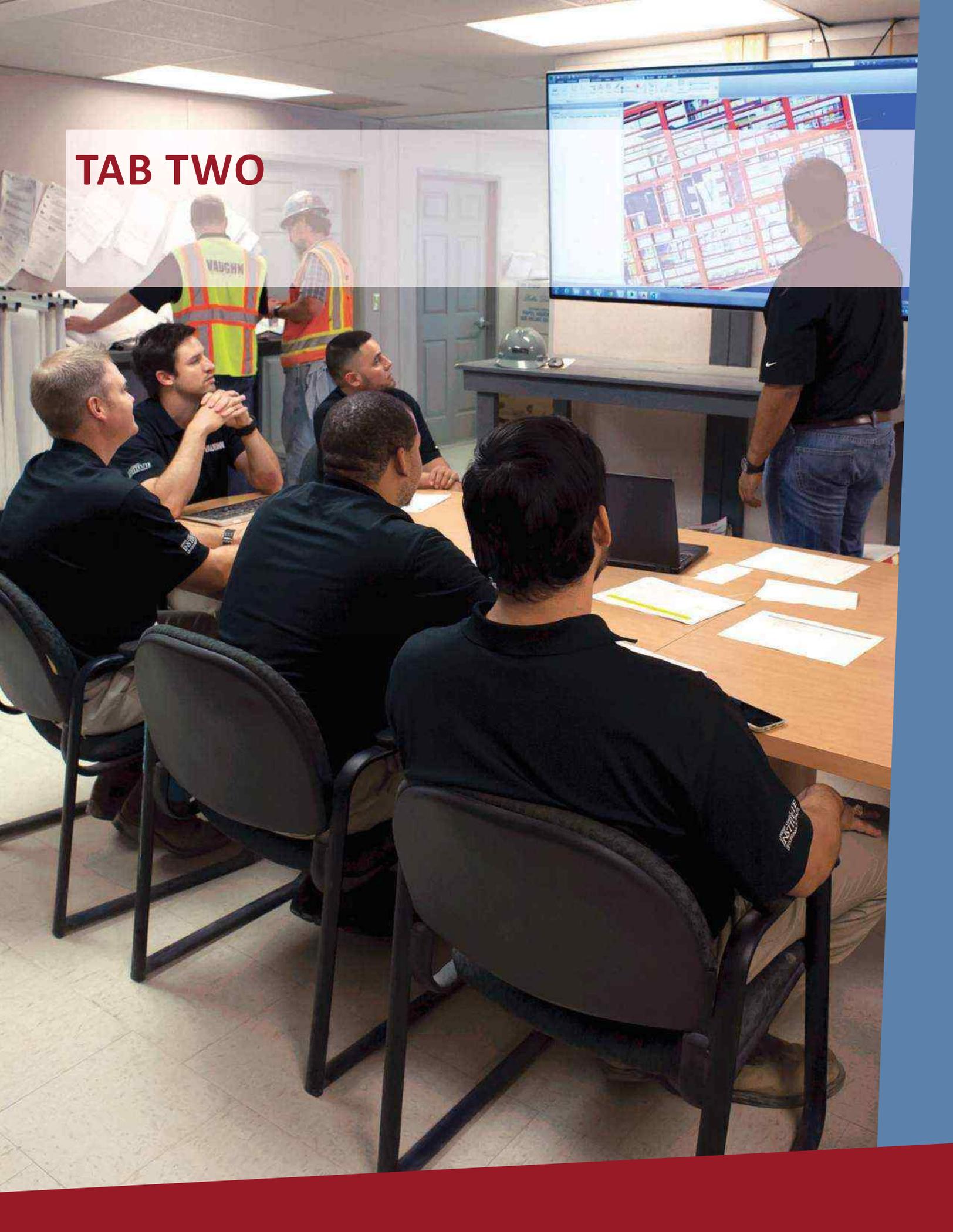
Signature

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

\_\_\_\_\_  
Title

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

# TAB TWO



Williamson County Facilities  
Department 3101 SE Inner Loop  
Georgetown, TX 78626



6604 North Lamar Blvd  
Austin, Texas 78752

Telephone:  
(512) 318-1332

Facsimile:  
(512) 681-9752

Attn: Tommy Crockett, Project Manager

Re: Contract No.: 0509-1008-07  
Project No.: P476  
Project Name: Justice Complex Improvements

Dear Mr. Crockett:

The Project consists of installing new exterior security gates.

Anticipated Notice to Proceed Date: September 11<sup>th</sup>, 2024  
Substantial Completion Date: June 10<sup>th</sup>, 2025

Our proposed Guaranteed Maximum Price for GMP-01 is six hundred forty-six thousand one hundred eighty-four dollars (\$646,184).

The deadline on which the Guaranteed Maximum Price Proposal will automatically expire without further notice is September 20<sup>th</sup>, 2024.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "DBM", written over a light blue horizontal line.

Doug Boram  
Vaughn Construction

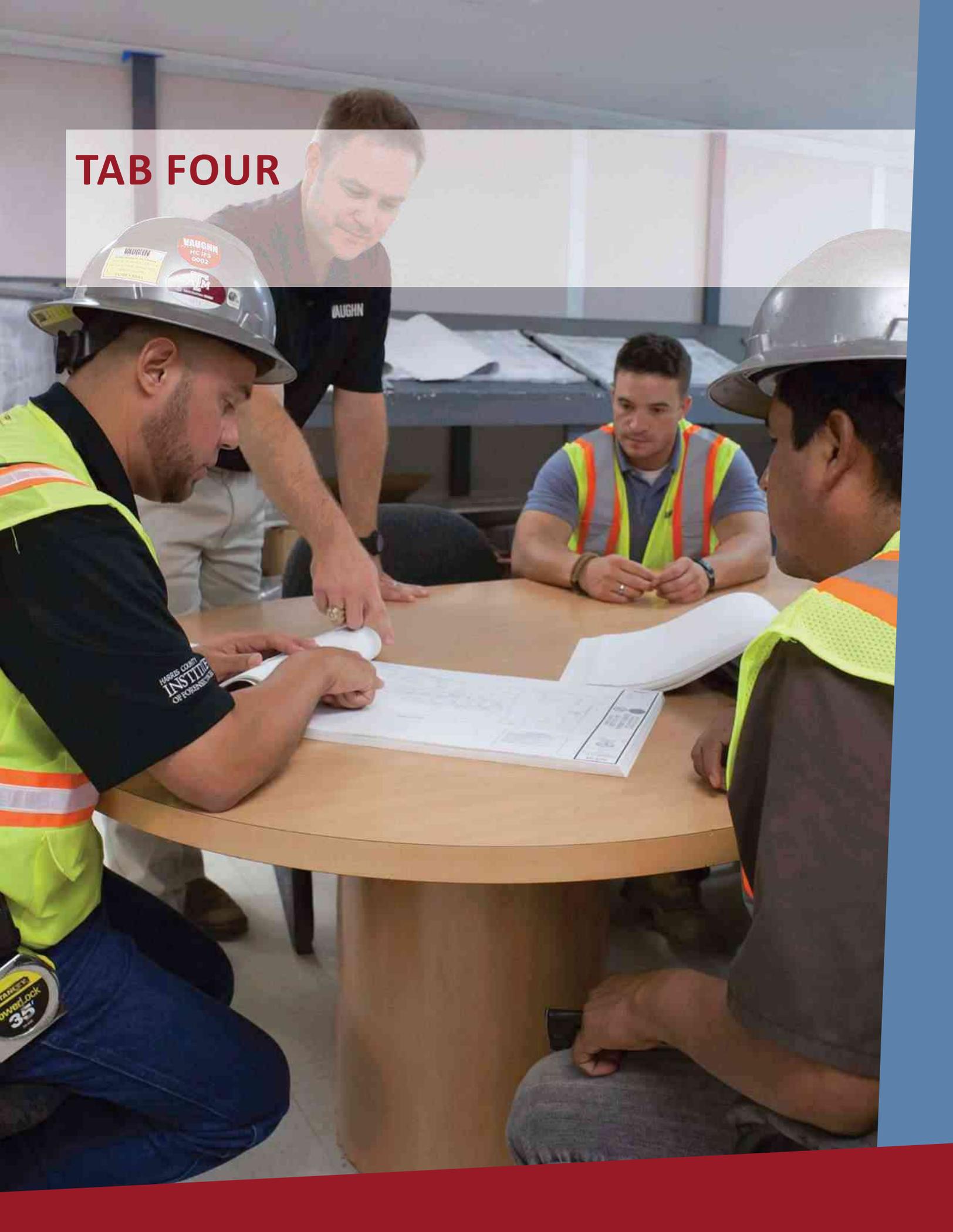
# TAB THREE



**CMR LIST OF STAFF / CONTACT INFORMATION**

Lead Project Manager	Roy Martinez (713) 984 – 4490 rmartinez@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Lead Superintendent	Kenny Casey (512) 639 - 5902 kcasey@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Project Manager	Doug Boram (512)-663-7461 dougboram@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Superintendent	Jason Luce (512) 568 - 7902 JLuce@vaughnconstruction.com 6604 North Lamar, Austin, TX, 78752
Project Engineer	Scott Edwards (737) 357 - 6576 sedwards@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
Project Safety Coordinator	Bill Randall (979) 807 - 4421 brandall@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752
QC & CX Coordinator	Case Griffin (713) 984 - 4419 cgriffin@vaughnconstruction.com 6604 N. Lamar, Austin, TX 78752

# TAB FOUR



## LISTING OF DOCUMENTS

## Phase: GMP-01

Date: August 21, 2024

**GENERAL - Security Upgrades**

G0.00	COVER	05.07.2024
G0.01	GENERAL NOTES, ABBREVIATIONS, SYMBOLS, INDEX, AND CODE SUMMAR	03.22.2024
G0.02	SHEET LIST	05.07.2024

**CIVIL - Security Upgrades**

C0.0	COVER SHEET	04.15.2024
C0.1	GENERAL NOTES	04.15.2024
C0.1	SURVEY	03.26.2024
C0.2	SURVEY	03.26.2024
C1.0	SITE PLAN	04.15.2024
C2.0	GRADING PLAN	05.07.2024
C2.1	GRADING PLAN INSETS	05.07.2024
C2.2	GRADING PLAN INSETS	03.26.2024
C5.3	CONSTRUCTION DETAILS 3	04.15.2024

**SITE & DEMOLITION - Security Upgrades**

AS1.01	SITE PLAN	05.07.2024
--------	-----------	------------

**SPECIFICATIONS - Security Upgrades**

00 00 00	COVER PAGE	03.22.2024
00 01 07	SEALS PAGE	03.22.2024
00 01 10	TABLE OF CONTENTS	03.22.2024
01 10 00	SUMMARY	03.22.2024
01 20 00	PRICE AND PAYMENT PROCEDURES	03.22.2024
01 25 00	SUBSTITUTION PROCEDURES	03.22.2024
01 30 00	ADMINISTRATIVE REQUIREMENTS	03.22.2024
01 32 16	CONSTRUCTION PROGRESS SCHEDULE	03.22.2024
01 33 00	SUBMITTAL PROCEDURES	03.22.2024
01 40 00	QUALITY REQUIREMENTS	03.22.2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	03.22.2024
01 60 00	PRODUCT REQUIREMENTS	03.22.2024
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS	03.22.2024
32 31 19.53	HIGH SECURITY STEEL FENCE SYSTEM	03.22.2024

**OTHER DOCUMENTS**

3161 WilCo Justice Center CD Comments - 4.22.2024 - Responses 5.7.2024	05.07.2024
--	------------

# TAB FIVE



**Phase: GMP-01**

**Date: August 21, 2024**

**General Qualifications**

1. Excludes a line item estimate; line items are only shown for convenience of review.
2. Assumes work during normal work hours Monday through Friday, 7:00 AM to 3:30 PM, and intermittent weekend work as required.
3. Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed.
4. Assumes reasonable efforts to locate and protect existing underground utilities and facilities but excludes responsibility for damage or the impacts from damage to unknown, unforeseen, or non/incorrectly located by others underground utilities or facilities.
5. Excludes the excavation or transportation of hazardous materials discovered in a foreseen or unforeseen condition. Excludes the excavation, removal, or transportation of unclassified excavation that may be uncovered, including but not limited to concrete foundations, underground fuel or water storage tanks, masonry underground walls, and hidden sampling wells.
6. Excludes 3rd party environmental (i.e., asbestos, lead, mold, etc.) monitoring.
7. Excludes leasing of public right of ways and sidewalks and excludes lane closures.
8. Assumes complete use of the entire site, including the parking areas.
9. Excludes the design of, including but not limited to, any system, detail, equipment, and component, whether included or not included in the project plans or specifications unless it has been specifically indicated to be Contractor's responsibility for "delegated design". Furthermore, if delegated design by Contractor is indicated, the resulting design must be able to be achieved within the original design intent. Any other design changes, as a result of the delegated design, are excluded.
10. Assumes equipment provided by Owner or others, but connected by the trade contractors, will be delivered and set in place at the required time to meet the schedule.
11. Excludes 3rd party commissioning agent. Includes assistance for the commissioning agent to accomplish their work.
12. Assumes the right to use contingency funds for acceleration of the project schedule.
13. Excludes provisions for, or any impacts from, any errors or omissions in the Contract Documents prepared and/or issued by the Owner, Owner's vendors/separate contracts, Architect, Engineer, Consultant, or similar party.
14. Assumes all separate contractors shall execute Contractor's Site Access Agreement setting forth project rules, responsibilities, and boundaries. Separate contractors shall provide the same insurance required by the Owner-Contractor contract, along with safety plans acceptable to Contractor.
15. Excludes, specifically, the scopes listed below. GMP-01 is for the fences and gates work only.
  - A. Demolition
  - B. Abatement
  - C. Structural Concrete
  - D. Masonry

- E. Steel
- F. Ornamental Metals
- G. Millwork
- H. Waterproofing
- I. Roofing
- J. Fire proofing
- K. Doors, Frames, and Hardware
- L. Overhead Doors
- M. Glass & Glazing
- N. Drywall
- O. Tile
- P. Flooring
- Q. Terrazzo
- R. Epoxy Flooring
- S. Painting
- T. Specialties
- U. Signage
- V. Plumbing/HVAC
- W. Fire Protection
- X. Electrical
- Y. Fire Alarm
- Z. Telecom/Data
- AA. Audio visual
- BB. Security
- CC. Earthwork
- DD. SWPPP
- EE. Landscape & Irrigation
- FF. Striping & Signs
- GG. Fixtures, furnishings, and furniture

**32.07 – Fences and Gates**

- 16. Includes All-O-Matic SL-175 DC Operator at the sliding gate operator. No specifications provided.
- 17. Excludes all electrical and security rough-in for the gate operator. This will be included in GMP-02.

**POSSIBLE COST REDUCTION / VALUE ADDED ITEMS**

**Phase: GMP-01**

**Date: August 21, 2024**

1. No VE items identified at this time.

# TAB SIX



Phase: GMP-01

Date: August 21, 2024

Estimate Summary			Total
Cost of Work			\$497,141
Design Contingency	% of COW		\$0
Escalation	% of COW		\$0
<b>Total Cost of Work</b>			<b>\$497,141</b>
Construction Phase Fee	% of Total COW	29.98%	<b>\$149,043</b>
<b>Guaranteed Maximum Price</b>			<b>\$646,184</b>
Owners Contingency	% of Total COW	5.00%	<b>\$24,857</b>
Preconstruction Phase Fee			<b>\$3,500</b>
<b>Grand Total</b>			<b>\$674,541</b>

**WILLIAMSON COUNTY JUSTICE COMPLEX IMPROVEMENTS**

**Project No. P476 / Vaughn Project No. 3161-01**

**ESTIMATE DETAIL**



**Phase: GMP-01**

**Date: August 21, 2024**

	Quantity	Unit	Rate	Total
<b>Division 01 - General Requirements</b>				<b>25,542.00</b>
<b>01.36 - GENERAL TRADES</b>	<b>0</b>	<b>EACH</b>		<b>25,542.00</b>
<b>00 - General</b>	<b>0</b>	<b>EACH</b>		<b>25,542.00</b>
<b>Other Administrative Requirements</b>				<b>25,542.00</b>
Subcontractor Escort	15	WEEK	851.40	12,771.00
Site Maintenance	15	WEEK	851.40	12,771.00
<b>Division 32 - Exterior Improvements</b>				<b>471,599.00</b>
<b>32.07 - FENCES &amp; GATES</b>	<b>0</b>	<b>EACH</b>		<b>471,599.00</b>
<b>00 - General</b>	<b>0</b>	<b>EACH</b>		<b>471,599.00</b>
<b>Subcontractor</b>				<b>471,599.00</b>
Fence Sub Bid	1	LS	471,599.00	471,599.00
<b>02 - Security Upgrades</b>	<b>0</b>	<b>EACH</b>		<b>0</b>
<b>Spec Sections</b>				<b>0</b>
Spec Sections 32 31 19.53 - High Security Steel Fence System	1	SCOPE	0	0
<b>Vinyl Coated Chain Link Fencing</b>				<b>0</b>
ClearVu Fencing - 8' Tall	436	LF	0	0
ClearVu Fence Gates - 3' Wide (Prep for CR)	4	EACH	0	0
ClearVu Fence Double Gates - 6' Wide (Key Access)	1	EACH	0	0
Gate Opener	2	EACH	0	0
<b>Fencing Scope Items</b>				<b>0</b>
Badging	1	SCOPE	0	0
Prevailing Wages	1	SCOPE	0	0
OSHA 10 Person on Site - Foreman	1	SCOPE	0	0
Includes Fence Foundations	1	SCOPE	0	0
Includes Hydroexcavation of foundations	1	SCOPE	0	0
Includes Setting Gate Rails in Concrete	1	SCOPE	0	0
Cut in gate egress loops	2	SCOPE	0	0
Haul Off Foundation Spoils	1	SCOPE	0	0
				<b>497,141.00</b>

# TAB SEVEN



ID	Name	Planned Duration	Start	Finish	2024												2025			
					Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
Wilco Justice Complex Improvements					Wilco															
Milestone					Milest															
Contract					Contract															
A5400	All Agreements Executed/Bonds in Place	0d		09-Sep-24	◆ All Agreements Executed/Bonds in Place															
A5380	NTP GMP 1	0d	11-Sep-24		◆ NTP GMP 1															
A5910	Contract Book Complete/Approved GMP 1	0d		18-Sep-24	◆ Contract Book Complete/Approved GMP 1															
A5390	Contract Book Complete/Approved GMP 2	0d		22-Oct-24	◆ Contract Book Complete/Approved GMP 2															
Procurement					▼ Procurement															
GMP 1					▼ GMP 1															
A5460	Fencing Approved	0d		30-Oct-24	◆ Fencing Approved															
GMP 2					▼ GMP 2															
Interior Construction					▼ Interior Construction															
Completion					Completion															
A5640	1st Vaugh Arch Punchlist	0d	15-Apr-25		◆ 1st Vaugh Arch Punchlist															
A5670	TAB Start	0d	11-Jun-25		◆ TAB Start															
A5710	Construction Complete GYM	0d		30-Jun-25	◆ Construction Comp															
A5720	Construction Complete CJC	0d		24-Jul-25	◆ Constructio															
A5680	Overall Substantial Completion	0d		31-Jul-25	◆ Overall S															
A5700	Final Completion	0d		11-Aug-25	◆ Final															
Interview to GMP					Interview to GMP															
Contracting					Contracting															
A1200	Interview	1d	31-Jan-24	31-Jan-24	A A															
A1210	Wilco Preparing Vaughn Contract	5d	21-Feb-24	01-Apr-24	A A															
A1220	Vaughn and Wilco Execute Contract	10d	01-Apr-24	19-Apr-24	A A															
A1400	Deadline for Commissioners Court Agenda	0d		03-Apr-24	A															
Prepare GMP					Prepare GMP															
GMP 1					GMP 1															
A1230	Wilco Issue Construction Documents to Vaughn	1d	22-Apr-24	22-Apr-24	A A															
A1240	Vaughn Review Construction Documents	10d	22-Apr-24	02-May-24	A A															
A1290	Vaughn Solicit Project to Subcontractors	0d	02-May-24	02-May-24	A A															
A1300	Vaughn Receive Bids from Subcontractors	0d	02-May-24	16-May-24	A A															
A1260	Vaughn Issue GMP to Wilco	10d	17-May-24	07-Jun-24	A A															
A1270	Wilco Review GMP	3d	10-Jun-24	12-Jun-24	A A															
A5740	Wilco Request VE/Area Breakouts	5d	12-Jun-24	16-Jul-24	A A															
A5750	Wilco Request Revision to Reduce Scope	1d	17-Jul-24	17-Jul-24	A A															
A5820	Vaughn Prepare GMP 1- Fence and Gates	5d	05-Aug-24	22-Aug-24	A A															
A5840	Vaughn Submit GMP 1 - Fence and Gates	1d	23-Aug-24	23-Aug-24	A A															
A5850	Wilco Review GMP 1 -Fence and Gates	5d	26-Aug-24	30-Aug-24	A A															
A5860	Wilco Execute GMP 1 - Fence and Gates	5d	03-Sep-24	09-Sep-24	A A															
GMP 2					GMP 2															
Procurement					Procurement															
GMP 1					GMP 1															
A5870	Vaughn Prepare Best Value Recommendations - GMP 1	3d	05-Sep-24	09-Sep-24	A A															
A5900	Vaughn Issue Subcontracts - GMP 1	10d	05-Sep-24	18-Sep-24	A A															
A5880	Wilco Review/Execute Best Value Recommendations - GMP 1	1d	10-Sep-24	10-Sep-24	A A															



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2024-1204788

Date Filed:  
 08/23/2024

Date Acknowledged:

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

J. T. Vaughn Construction, LLC  
 Houston, TX United States

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

Williamson County, Texas

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

0509-24-1008-07  
 Williamson County Jail and Justice Center - P476

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn, Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is David Boram, and my date of birth is [REDACTED].

My address is [REDACTED], Houston, TX, 77042, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 26 day of August, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2024-1204788

**Date Filed:**  
 08/23/2024

**Date Acknowledged:**  
 09/05/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 J. T. Vaughn Construction, LLC  
 Houston, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 0509-24-1008-07  
 Williamson County Jail and Justice Center - P476

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn , Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, 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**

**47.**

**Meeting Date:** 09/17/2024

Approve the Guaranteed Maximum Price (GMP) Bid Package #2 - Master Plan - Phases 1 & 2 with RFP #22RFP135 Construction Manager at Risk (CMAR), SpawGlass Contractors, Inc., for the Williamson County Juvenile Justice Center Addition 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 Guaranteed Maximum Price Proposal (GMP) Bid Package #2 - Master Plan - Phases 1 & 2 with awarded RFP #22RFP135 Construction Manager at Risk (CMAR) for the Williamson County Juvenile Justice Center Addition to SpawGlass Contractors, Inc., in the amount of Seventy-Eight Million Eighty-Seven Thousand Five Hundred Sixty-Six Dollars (\$78,087,566.00) and authorize the execution of the GMP between SpawGlass Contractors, Inc., and Williamson County. The funding source is P578.

**Background**

The guaranteed maximum price (GMP) Bid Package #2 - Master Plan - Phases 1 & 2 is for the Williamson County Juvenile Justice Center Addition RFP #22RFP135 awarded by the Commissioners Court on 10.02.2022 with agenda item #13, to perform the work approved on the above-mentioned project. The funding source is P578 and the point(s) of contact is Christy Matoska.

**Fiscal Impact**

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

**Attachments**

GMP Bid Package #2 - Master Plan - Phases 1 & 2  
Form 1295 - SpawGlass Contractors, Inc.,

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stacian Williams  
Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/12/2024 11:15 AM  
09/12/2024 11:46 AM  
Started On: 09/11/2024 04:38 PM



*Providing the Absolute Best  
Construction Experience*

Williamson County

# Juvenile Justice Center Addition Bid Package 02



August 23, 2024



# TABLE OF CONTENTS

**TAB 1**  
GMP COST SUMMARY

**TAB 6**  
PROJECT SCHEDULE

**TAB 2**  
EXECUTIVE SUMMARY

**TAB 7**  
REVIEW

**TAB 3**  
PROJECT TEAM

**TAB 4**  
ASSUMPTIONS AND  
CLARIFICATIONS

**TAB 5**  
LIST OF DRAWINGS



# TAB1

GMP COST SUMMARY

**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

SpawGlass Contractors, Inc. hereby submits to Williamson County for the use and benefit of Juvenile Justice Center Addition – Bid Package 02 – GMP2 – Master Plan – Phases 1 & 2 price based on the Construction Documents developed for the Project, as follows:

1. The proposed amount for Cost of Work:	\$ 68,377,903
2. The Proposed CMAR's Fee (14,2%): (CMAR Fee includes OH&P, General Conditions, Insurance, and Warranty)	\$ 9,709,663
<b>3. TOTAL: LINE ITEMS 1 THROUGH 2:</b>	<b>\$ 78,087,566</b>

Note: Per the owner, NO owner's contingency has been included in this GMP. Any/all owners contingency is held separately by the owner and will be issued as an owner change order to the contract.

**Blake Green**

Digitally signed by Blake Green  
DN: C=US, E=blake.green@spawglass.com,  
O=SpawGlass Contractors, CN=Blake Green  
Date: 2024.09.11 11:39:12-05'00'

---

Blake Green  
Project Executive

## GUARANTEED MAXIMUM PRICE PROPOSAL

**PROJECT:** Juvenile Justice Center Addition (“Project”)

**BID PACKAGE 2:** Master Plan – Phases 1 & 2

**SpawGlass Contractors, Inc.** (“CMAR”) hereby submits to **Williamson County, Texas** (“County”) for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated **October 4<sup>th</sup>, 2022** (“Contract”), a Guaranteed Maximum Price (“GMP”) proposal for **Bid Package 2: Master Plan – Phases 1 & 2** for the **Juvenile Justice Addition** (“Project”), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

### **1. Cost of the Work.**

A not-to-exceed amount for the Cost of the Work for Bid Package 2: Master Plan – Phases 1 & 2 pursuant to the Contract:

**Sixty-Eight Million, Three Hundred Seventy-Seven Thousand, Nine Hundred Three Dollars (\$68,377,903.)**

### **2. CMAR’s Fee.**

A fixed sum fee for CMAR’s Fee for Bid Package 2: Master Plan – Phases 1 & 2 pursuant to the Contract:

**Nine Million, Seven Hundred Nine Thousand Six Hundred Sixty-Three Dollars (\$9,709,663.)**

### **Total GMP.**

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 2: Master Plan – Phases 1 & 2 complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

**Seventy-Eight Million Eighty-Seven Thousand Five Hundred Sixty-Six Dollars (\$78,087,566.)**

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

### **Contract Time.**

The date for achieving Substantial Completion of Bid Package 2: Master Plan – Phases 1 & 2 shall be **eight hundred forty-seven (847) calendar days** from the Notice to Proceed with construction.

**Withdrawal of GMP Proposal.**

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

**Liquidated Damages.**

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Five Hundred Dollars (\$ 500) per calendar day** for failure to complete the work of Bid Package 2: Master Plan Phases 1 & 2 within the Contract Time in accordance with the Contract.

**Owner’s Contingency.**

A not-to-exceed amount for the Owner’s Contingency stated herein for reference:

**Three Million Five Hundred Thousand Dollars (\$3,500,000.)**

CMAR and County have agreed to separately phase various scopes of the Project construction services and execute this Guaranteed Maximum Price Proposal as to only the Bid Package: Master Plan – Phases 1 & 2 phase of construction services so that such phase of construction can be commenced and completed on or before the Substantial Completion date set out in this Guaranteed Maximum Price Proposal. CMAR and County hereby acknowledge they will negotiate additional Guaranteed Maximum Price Proposals in order to include the remaining scope of construction services for the entire Project following execution of this Guaranteed Maximum Price Proposal. CMAR acknowledges and agrees that the remaining scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under **Sections 5.1.2 or 5.1.3** of the Contract to increase CMAR's Fee percentage that is set forth under **Section 5.1.1** of the Contract. Furthermore, the preconstruction phase compensation set forth under **Section 4.1.1** of the Contract shall not be changed or modified due to any phasing of the construction services.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

**BY SIGNING BELOW**, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 2 – Master Plan Phases 1 & 2.

**CMAR:**  
SpawGlass Contractors Inc.

**COUNTY:**  
Williamson County, Texas

By:   
Signature

By: \_\_\_\_\_  
Signature

David Paden  
Printed Name

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

President  
Title

\_\_\_\_\_  
Title

Date Signed: 9/12/2024

Date Signed: \_\_\_\_\_



# Williamson County Juvenile Justice Center Expansion - GMP 2 Master Plan Phases 1 & 2

## GMP 2 - Master Plan - Phases 1 & 2

<b>Estimate Date:</b>	<b>08/23/2024</b>	<b>Documents Date:</b>	<b>07/26/2024</b>
<b>Project Size (SF):</b>	<b>152,697</b>	<b>Project #:</b>	<b>[REDACTED]</b>
<b>Project Location:</b>	<b>Georgetown, TX</b>	<b>Lead Estimator:</b>	<b>Tyler Tuscher</b>

ITEM	COST	COST   SF	% OF TOTAL
Phase 1 - New Building Addition Including the	62,510,254	580.11	80.05 %
Phase 2 - Medical and Admin Renovation (14,264	3,876,060	271.74	4.96 %
Indirect Costs	11,701,252	76.63	14.98 %
<b>Total Cost</b>	<b>\$ 78,087,566</b>	<b>\$ 511.39</b>	<b>100.00 %</b>



# Williamson County Juvenile Justice Center Expansion - GMP 2 Master Plan Phases 1 & 2

## GMP 2 - Master Plan - Phases 1 & 2

Estimate Date: 08/23/2024 Documents Date: 07/26/2024  
 Project Size (SF): 152,697 Project #: ██████████  
 Project Location: Georgetown, TX Lead Estimator: Tyler Tuscher

ITEM	COST	COST   SF	% OF TOTAL
<b>Phase 1 - New Building Addition Including the Courtroom, Entry, and Out Building (107,755 SF)</b>	<b>62,510,254</b>	<b>580.11</b>	<b>80.05 %</b>
Div. 01 - General Requirements	863,000	8.01	1.38 %
Div. 02 - Existing Conditions	277,352	2.57	0.44 %
Div. 03 - Concrete	2,526,188	23.44	4.04 %
Div. 04 - Masonry	6,310,700	58.57	10.10 %
Div. 05 - Metals	5,394,683	50.06	8.63 %
Div. 06 - Wood, Plastics & Composites	869,595	8.07	1.39 %
Div. 07 - Thermal & Moisture Protection	8,559,930	79.44	13.69 %
Div. 08 - Openings	3,057,776	28.38	4.89 %
Div. 09 - Finishes	4,176,913	38.76	6.68 %
Div. 10 - Specialties	642,705	5.96	1.03 %
Div. 11 - Equipment	8,203,350	76.13	13.12 %
Div. 12 - Furnishings	231,618	2.15	0.37 %
Div. 21 - Fire Suppression	644,828	5.98	1.03 %
Div. 22 - Plumbing	3,001,000	27.85	4.80 %
Div. 23 - Heating, Ventilating & Air Conditioning	4,384,900	40.69	7.01 %
Div. 26 - Electrical	7,268,691	67.46	11.63 %
Div. 27 - Communications	479,859	4.45	0.77 %
Div. 28 - Electronic Safety & Security	1,533,886	14.23	2.45 %
Div. 31 - Earthwork	2,299,953	21.34	3.68 %
Div. 32 - Exterior Improvements	1,112,177	10.32	1.78 %
Div. 33 - Utilities	671,150	6.23	1.07 %
<b>Phase 2 - Medical and Admin Renovation (14,264 SF)</b>	<b>3,876,060</b>	<b>271.74</b>	<b>4.96 %</b>
Div. 01 - General Requirements	4,200	0.29	0.11 %

<b>ITEM</b>	<b>COST</b>	<b>COST   SF</b>	<b>% OF TOTAL</b>
Div. 02 - Existing Conditions	176,081	12.34	4.54 %
Div. 03 - Concrete	16,067	1.13	0.41 %
Div. 04 - Masonry	364,200	25.53	9.40 %
Div. 06 - Wood, Plastics & Composites	154,985	10.87	4.00 %
Div. 07 - Thermal & Moisture Protection	2,500	0.18	0.06 %
Div. 08 - Openings	80,451	5.64	2.08 %
Div. 09 - Finishes	331,544	23.24	8.55 %
Div. 10 - Specialties	9,460	0.66	0.24 %
Div. 11 - Equipment	456,935	32.03	11.79 %
Div. 21 - Fire Suppression	152,230	10.67	3.93 %
Div. 22 - Plumbing	323,600	22.69	8.35 %
Div. 23 - Heating, Ventilating & Air Conditioning	483,000	33.86	12.46 %
Div. 26 - Electrical	1,272,800	89.23	32.84 %
Div. 27 - Communications	48,007	3.37	1.24 %

ITEM	COST	COST   SF	% OF TOTAL
<b>Indirect Costs</b>	<b>11,701,252</b>	<b>76.63</b>	<b>14.98 %</b>
Work Remaining to Procure	1,991,589	13.04	2.55 %
General Conditions, Fee, Insurances at 14.2%	9,709,662	63.59	12.43 %
<b>Total Cost</b>	<b>\$ 78,087,566</b>	<b>\$ 511.39</b>	<b>100.00 %</b>



## Williamson County Juvenile Justice Center Expansion - GMP 2 Master Plan Phases 1 & 2

### GMP 2 - Master Plan - Phases 1 & 2

<b>Estimate Date:</b>	08/23/2024	<b>Documents Date:</b>	07/26/2024
<b>Project Size (SF):</b>	152,697	<b>Project #:</b>	[REDACTED]
<b>Project Location:</b>	Georgetown, TX	<b>Lead Estimator:</b>	Tyler Tuscher

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Phase 1 - New Building Addition Including the Courtroom, Entry, and Out Building</b>			<b>62,510,254</b>
<b>General Requirements</b>			<b>278,000</b>
Equipment	34.0 LS	7,000.00	238,000
Final Cleaning - Buildings	1.0 LS	40,000.00	40,000
<b>Allowances</b>			<b>585,000</b>
Sculpture Allowance	1.0 Allow.	25,000.00	25,000
Tension Shade Structure Allowance	1.0 Allow.	200,000.00	200,000
Existing Structure Moisture Mitigation Contingency	1.0 Allow.	100,000.00	100,000
Site Way Finding Signage	1.0 Allow.	10,000.00	10,000
Dental Equipment	1.0 Allow.	20,000.00	20,000
Structural Allowance - Grout CMU Vertical Cells to Top of Wall, Bond Beam, Steel C8x11.5 Cont. Top of Wall with Expansion Bolts. Allowance Includes Engineered Shoring at Remodel Phases.	1.0 Allow.	200,000.00	200,000
Fireproofing Repair Allowance for Phase 2 Remodel	1.0 Allow.	30,000.00	30,000
<b>Demolition</b>			<b>277,352</b>
Demolition	1.0 LS	277,352.00	277,352
<b>Cast-In-Place Concrete (Building)</b>			<b>2,526,188</b>
Cast - In - Place Concrete	1.0 LS	2,526,188.00	2,526,188
<b>Masonry / Stone</b>			<b>6,310,700</b>
Masonry	1.0 LS	6,310,700.00	6,310,700
<b>Structural/Miscellaneous Steel - Fabrication</b>			<b>5,394,683</b>
Structural Steel Fab and Erect	1.0 LS	5,394,683.00	5,394,683
<b>Wood Blocking</b>			<b>30,000</b>
Rough Carpentry	1.0 LS	30,000.00	30,000

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Architectural Woodwork</b>			<b>839,595</b>
Architectural Woodwork	1.0 LS	839,595.00	839,595
<b>Waterproofing / Dampproofing / Joint Sealants</b>			<b>1,287,456</b>
Waterproofing/Dampproofing/Joint Sealants	1.0 LS	1,287,456.00	1,287,456
<b>Metal Wall Panels</b>			<b>904,626</b>
HPL Rainscreen, Mechanical Screen Wall, Metal Soffits	1.0 LS	904,626.00	904,626
<b>Roofing</b>			<b>6,292,848</b>
Roofing - Expansion	1.0 LS	3,226,877.00	3,226,877
Roofing - Complete Demo and Reroof of the Existing Facility	1.0 LS	3,065,971.00	3,065,971
<b>Fireproofing</b>			<b>75,000</b>
Fireproofing of Structural Steel (2HR) and Decking (1HR) at New Courtroom Addition and Entry Only	1.0 LS	75,000.00	75,000
<b>Doors / Frames / Hardware</b>			<b>549,235</b>
Doors/Frames/Hardware	1.0 LS	549,235.00	549,235
<b>OH/Coiling Doors / Grilles</b>			<b>324,539</b>
OH/Coiling Doors	1.0 LS	324,539.00	324,539
<b>Storefronts / Glass / Curtain Walls</b>			<b>2,184,002</b>
Non-Detention Storefronts/Glass/Curtain Walls	1.0 LS	2,184,002.00	2,184,002
<b>Drywall / Acoustical</b>			<b>2,391,608</b>
Drywall & Acoustical	1.0 LS	2,391,608.00	2,391,608
<b>Tile</b>			<b>168,355</b>
Tile	1.0 LS	168,355.00	168,355
<b>Carpet/Resilient Flooring</b>			<b>414,617</b>
Carpet/Resilient/Athletic Flooring	1.0 LS	414,617.00	414,617
<b>Terrazzo</b>			<b>185,800</b>
Terrazzo	1.0 LS	185,800.00	185,800
<b>Resinous/Epoxy Flooring</b>			<b>172,219</b>
Resinous/Epoxy Flooring	1.0 SF	172,219.00	172,219
<b>Painting / Wall Coverings</b>			<b>844,314</b>
Painting/Wall Coverings	1.0 LS	844,314.00	844,314
<b>Signage / Identification Devices</b>			<b>72,283</b>
Signage/Identification Devices	1.0 LS	72,283.00	72,283
<b>Toilet Compartments/Accessories</b>			<b>117,263</b>

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
Non-Detention Toilet Compartments/Accessories/Misc. Specialties	1.0 LS	117,263.00	117,263
<b>Protective Covers / Sunscreens</b>			<b>428,858</b>
Stainless Steel Netting	1.0 LS	296,597.00	296,597
Sunshade Exterior of Building	1.0 LS	132,261.00	132,261
<b>Flagpoles</b>			<b>24,301</b>
Flagpoles	1.0 LS	24,301.00	24,301
<b>Detention Equipment</b>			<b>8,118,350</b>
Detention Equipment and Detention Security Electronics	1.0 LS	8,118,350.00	8,118,350
<b>Laundry Equipment</b>			<b>50,000</b>
Laundry Equipment	1.0 Allow.	50,000.00	50,000
<b>Appliances</b>			<b>35,000</b>
Residential Appliances	1.0 Allow.	35,000.00	35,000
<b>Window Treatments</b>			<b>100,000</b>
Window Treatments	1.0 Allow.	100,000.00	100,000
<b>Furniture</b>			<b>131,618</b>
Courtroom Furniture	1.0 LS	131,618.00	131,618
<b>Fire Suppression</b>			<b>644,828</b>
Fire Suppression	1.0 LS	644,828.00	644,828
<b>Plumbing</b>			<b>3,001,000</b>
Plumbing	1.0 LS	3,001,000.00	3,001,000
<b>HVAC</b>			<b>4,384,900</b>
HVAC	1.0 LS	4,384,900.00	4,384,900
<b>Electrical</b>			<b>7,268,691</b>
Electrical	1.0 LS	7,136,400.00	7,136,400
Solar	1.0 LS	132,291.00	132,291
<b>Communications Cabling and Equipment</b>			<b>479,859</b>
Structured Cabling and Audio Visual	1.0 LS	479,859.00	479,859
<b>Fire Alarm Systems</b>			<b>1,533,886</b>
Fire Alarm - Complete Building Remodel	1.0 LS	952,598.00	952,598
Fire Alarm - Expansion	1.0 LS	581,288.00	581,288
<b>Earthwork</b>			<b>2,267,940</b>
Earthwork	1.0 LS	2,167,940.00	2,167,940
Dewatering - Allowance	1.0 LS	100,000.00	100,000

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Erosion Control</b>			<b>32,013</b>
Erosion Control	1.0 LS	32,013.00	32,013
<b>Traffic Markings/Signage</b>			<b>118,700</b>
Traffic Markings/Signage	1.0 LS	118,700.00	118,700
<b>Fences / Gates</b>			<b>243,603</b>
Fences and Gates	1.0 LS	243,603.00	243,603
<b>Landscaping / Irrigation</b>			<b>749,874</b>
Landscape & Irrigation	1.0 LS	749,874.00	749,874
<b>Site Utilities</b>			<b>671,150</b>
Site Utilities	1.0 LS	671,150.00	671,150
<b>Phase 2 - Medical and Admin Renovation</b>			<b>3,876,060</b>
<b>General Requirements</b>			<b>4,200</b>
Final Cleaning - Buildings	1.0 LS	4,200.00	4,200
<b>Demolition</b>			<b>176,081</b>
Demolition	1.0 LS	176,081.00	176,081
<b>Cast-In-Place Concrete (Building)</b>			<b>16,067</b>
Cast - In - Place Concrete	1.0 LS	16,067.00	16,067
<b>Masonry / Stone</b>			<b>364,200</b>
Masonry	1.0 LS	364,200.00	364,200
<b>Wood Blocking</b>			<b>35,000</b>
Rough Carpentry	1.0 LS	35,000.00	35,000
<b>Architectural Woodwork</b>			<b>119,985</b>
Architectural Woodwork	1.0 LS	119,985.00	119,985
<b>Waterproofing / Dampproofing / Joint Sealants</b>			<b>2,500</b>
Waterproofing/Dampproofing/Joint Sealants	1.0 LS	2,500.00	2,500
<b>Doors / Frames / Hardware</b>			<b>80,451</b>
Doors/Frames/Hardware	1.0 LS	80,451.00	80,451
<b>Drywall / Acoustical</b>			<b>175,283</b>
Drywall & Acoustical	1.0 LS	175,283.00	175,283
<b>Tile</b>			<b>23,570</b>
Tile	1.0 LS	23,570.00	23,570
<b>Carpet/Resilient Flooring</b>			<b>39,379</b>
Carpet/Resilient/Athletic Flooring	1.0 LS	39,379.00	39,379

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Resinous/Epoxy Flooring</b>			<b>10,000</b>
Resinous/Epoxy Flooring	1.0 LS	10,000.00	10,000
<b>Painting / Wall Coverings</b>			<b>83,312</b>
Painting/Wall Coverings	1.0 LS	83,312.00	83,312
<b>Toilet Compartments/Accessories</b>			<b>9,460</b>
Non-Detention Toilet Compartments/Accessories/Misc. Specialties	1.0 LS	9,460.00	9,460
<b>Detention Equipment</b>			<b>456,935</b>
Detention Equipment and Detention Security Electronics	1.0 LS	456,935.00	456,935
<b>Fire Suppression</b>			<b>152,230</b>
Fire Suppression	1.0 LS	152,230.00	152,230
<b>Plumbing</b>			<b>323,600</b>
Plumbing	1.0 LS	323,600.00	323,600
<b>HVAC</b>			<b>483,000</b>
HVAC	1.0 LS	483,000.00	483,000
<b>Electrical</b>			<b>1,272,800</b>
Electrical	1.0 LS	1,272,800.00	1,272,800
<b>Communications Cabling and Equipment</b>			<b>48,007</b>
Structured Cabling and Audio Visual	1.0 LS	48,007.00	48,007
<b>Total - Direct Costs</b>			<b>\$ 66,386,314</b>



# TAB 2

EXECUTIVE SUMMARY

**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

## **Williamson County**

### **Juvenile Justice Center Addition – Bid Package 02 – GMP2 – Master Plan – Phases 1 & 2**

**200 Wilco Way**

**Georgetown, TX 78626**

The Juvenile Justice Center Addition Project will consist of the scopes of construction services, which were set forth and solicited in Williamson County Request for Proposals (RFP) **#22RFP135** Construction Manager at Risk (CMAR) for Juvenile Justice Center Addition Project.

Due to constant changing manufacturer lead times and supply chain issues, Bid Package 01 – Emergency Power System, Docking Station, and Automatic Transfer Switch was submitted as a separate GMP so that it could be released to meet total project timelines. This Bid Package was approved and released. Items in Bid Package 01 are slated for arrival on or before November 22, 2025.

The current Bid Package (BP 02) will include the remaining items for the total project completion.

#### **Scope of Work:**

Bid Package 02 includes all scopes of work for PHASES 1 & 2 with the exceptions of items included in Bid Package 01 and items specifically excluded in the "Assumptions and Clarifications". The included scope of work includes 2 separate phases of construction in order to keep the facility fully operational during construction. The 2 phases are as follows:

- Phase 1 – Includes New Construction of 3 new housing pods, outdoor rec yards, staff lounge, intake, sally port, admin offices, central control, courtroom, judge and staff offices, and lobby. Phase 1 also includes removal and replacement of existing roof, replacement of existing exhaust fans, storage shed restroom addition, and all site work.
- Phase 2 – Remodel of existing control, intake, medical, corridors, and lobby areas.

#### **Schedule:**

The below dates set forth the anticipated completion date for the entire project. Any changes in scope can/will adjust the completion date per the contract terms. These dates are based on a Notice to Proceed of December 16<sup>th</sup>, 2024. The final schedule will be adjusted in the appropriate direction based on the actual NTP for construction.

Anticipated Schedule for completion:

Notice to Proceed:

Substantial Completion of Phases 1 & 2:

Final Completion of Phases 1 & 2:

December 16, 2024

April 12, 2027

May 12, 2027



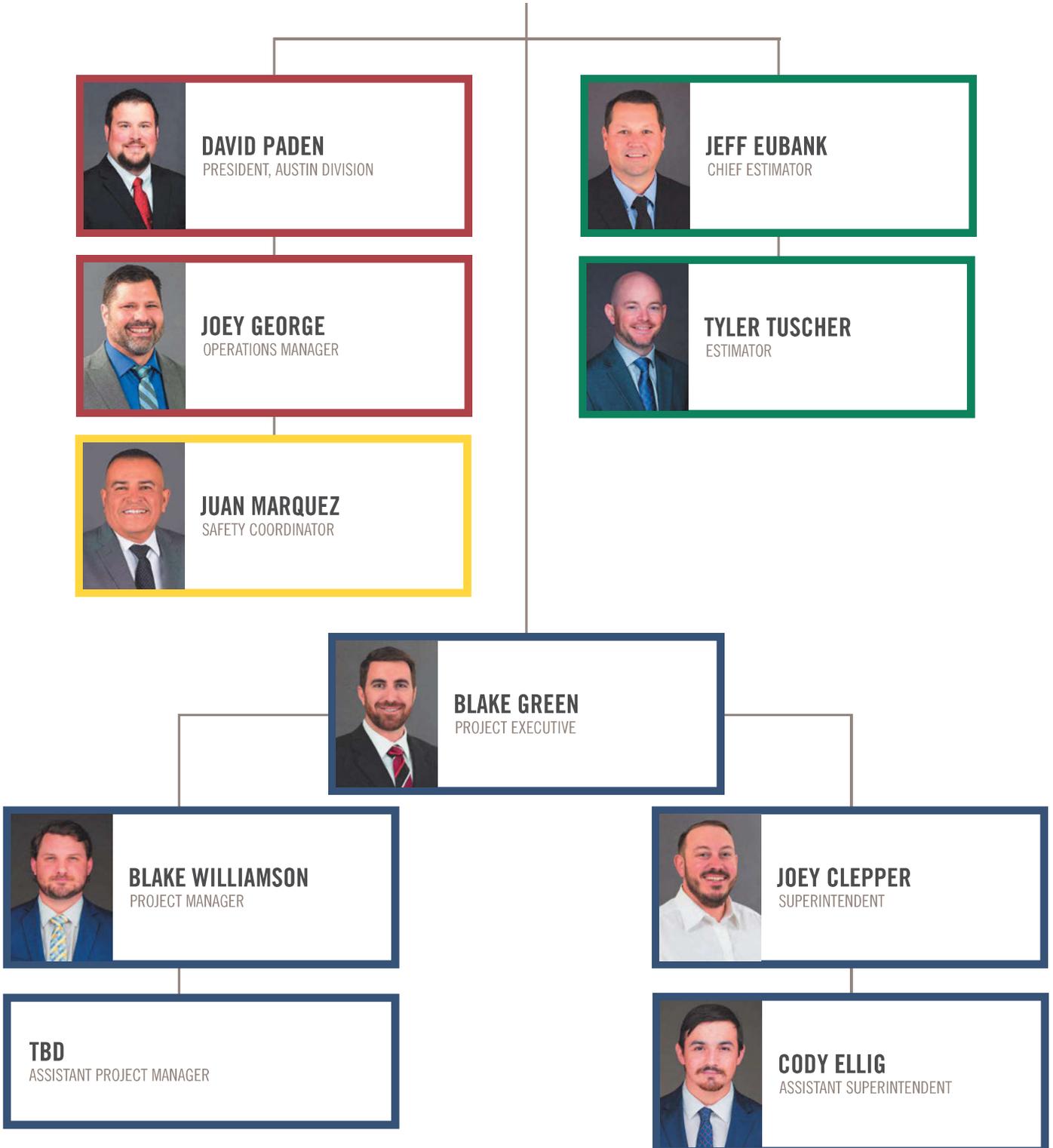
# TAB 3

PROJECT TEAM

**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

# ORGANIZATIONAL CHART



# BLAKE GREEN

## PROJECT EXECUTIVE | EMPLOYEE OWNER

As project executive, Blake will provide leadership throughout the project including oversight of the budget, schedule, risk management measures and subcontractor relations. Blake will also serve as a resource to the project team and Tito's, ensuring satisfaction throughout the construction process.

### CONFIDENTIAL BEVERAGE COMPANY PROJECT

Austin, TX | Confidential

New 40,000 SF Facility on a confidential beverage company campus

### PALM PARK UTILITIES RELOCATION

Austin, TX | \$1,692,748

Project consisted of constructing an Austin Energy ductbank and telecom ductbank to serve surrounding area, specifically allowing the existing aboveground utilities in Palm Park to be run underground, and will also serve the neighboring development

### HEB AUSTIN 08 RENOVATION

Austin, TX | \$Confidential

Renovation and expansion of a grocery store.

### HEB AUSTIN 3 - HANCOCK EXPANSION

Austin, TX | \$Confidential

Expansion of an existing grocery store

### TEXAS STATE UNIVERSITY DHRL BLANCO HALL RENOVATIONS

San Marcos, TX | \$20,193,152

Renovations and improvements to five-level, 200,000 SF, 300-bed dormitory building, including extensive upgrades to MEP systems and living spaces

### MILITARY AND GOLIAD H-E-B ADDITION AND RENOVATION

San Antonio, TX | \$Confidential

SpawGlass provided a 13,940 SF addition to the left side of the 89,000 SF store, work also included construction of new towers at the front two entrances, the addition of a Texas Backyard area, and Curbside and parking lot improvements

### FORT HOOD AT SCHLUETER LOOP H-E-B

Killeen, TX | \$Confidential

The new 83,000 SF store featured fresh produce; meat market; fish market; gourmet cheese shop; sushi bar; bakery and tortilleria; healthy living department with bulk foods; wine and beer department; pharmacy; floral department; True Texas BBQ restaurant; fuel station; car wash; and Curbside pick-up



### YEARS OF EXPERIENCE

14 in the Industry

14 with SpawGlass

### EDUCATION

B.S. Civil Engineering,  
Texas A&M University-Kingsville

### TRAINING

OSHA 30-Hour

First Aid/CPR

ASHE Healthcare Construction  
Certificate (HCC)



Fort Hood at Schlueter Loop H-E-B



Military and Goliad H-E-B Addition and Renovation

# JOEY CLEPPER

## SUPERINTENDENT | EMPLOYEE OWNER

As superintendent, Joey will be responsible for the day-to-day activities in the field. This includes the safety and organization of field operations, documentation of daily activities, inspection of work for quality conformance, and ensuring all activities align with the project schedule.

### TEXAS STATE UNIVERSITY ANGELINA AND SAN GABRIEL RESIDENCE HALLS

San Marcos, TX | \$48,609,667 | 187,492 SF | CMAR | Assistant Superintendent  
New 187,492 SF complex, consisting of two buildings with staff apartments, 598 student beds, restrooms, study rooms, kitchenettes and lounge spaces; and a 20,000 SF community building with offices, study rooms, and large conference space.

### TEXAS STATE UNIVERSITY BRUCE AND GLORIA INGRAM HALL

San Marcos, TX | \$90,403,710 | 166,851 SF | CMAR | Assistant Superintendent  
New six-level, 166,851 SF science and engineering building, including spaces for administrative office, research and teaching labs, maker space, classrooms and common areas; and an extension of the campus utilities to serve the new facility.

### THE UNIVERSITY OF TEXAS AT AUSTIN EAST CAMPUS PARKING GARAGE

Austin, TX | \$50,438,325 | 725,000 SF | Superintendent  
Design-build of a cast-in-place parking garage with seven levels in the first phase and five in the second phase, accommodating a total of 2,000 vehicles and providing offices and retail shell space.

### THE UNIVERSITY OF TEXAS AT AUSTIN SOUTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | \$10,400,000 | 38,456 SF | Superintendent  
Demolition and abatement of the interior walls, including existing shower pans on the first level. Renovations included a new elevator, topping slab, air handling unit (AHU), medium voltage switchgear and architectural finishes.

### THE UNIVERSITY OF TEXAS AT AUSTIN NORTH WING RENOVATION OF THE ANNA HISS GYMNASIUM

Austin, TX | \$10,058,177 | 33,993 SF | CMAR | Superintendent  
Demolition, hazardous materials remediation, interior modifications, space repurposing and renovations to building envelope, minor exterior features and existing courtyard. Feature large open spaces, several conference rooms, laboratories and increased electrical capacity and air conditioning.

### CHENIERE ENERGY ADMINISTRATION BUILDING - CORPUS CHRISTI LNG

Gregory, TX | \$15,597,418 | 27,360 SF | Superintendent  
New two-level, steel structure office building containing meeting, training, and presentation rooms; cafeteria; offices; and file/storage rooms.

### EMPLOYEES RETIREMENT SYSTEM OF TEXAS RENOVATIONS

Austin, TX | \$1,056,103 | 10,626 SF | CMAR | Superintendent  
Renovation of the first and third floors in the existing Employees Retirement System office building.



### YEARS OF EXPERIENCE

19 years in Industry  
19 years with SpawGlass

### TRAINING

Electrical Safety  
Engineering Safety Consultants  
Aerial Lift  
Engineering Safety Consultants  
Rough Terrain Fork Lift  
Engineering Safety Consultants  
Scissor Lift  
First Aid/CPR  
OSHA 10-Hour  
OSHA 30-Hour  
Rigging/Flagging Training

# BLAKE WILLIAMSON

PROJECT MANAGER | EMPLOYEE OWNER

As project manager, Blake will be responsible for overall construction management of the project. His responsibilities will also include specialty contractor coordination, jobsite organization, contract administration and construction operations.

## CITY OF AUSTIN EMERGENCY MEDICAL SERVICES FACILITY RENOVATIONS

Austin, TX | \$30,518,411 | Various

Renovations, interior and exterior, and additions to five EMS stations, including site improvements, utility infrastructure, new MEP systems, new overhead doors and interior finishes, and exterior improvements including weather-resistive barrier and thermal insulation, masonry and new roofing

## EXPERIENCE PRIOR TO SPAWGLASS

### THE REPUBLIC

Austin, TX | \$280,000,000

This project includes a 48-story high-rise, 816,560 SF mixed use building, level 1 retail, level 3-18.5 parking garage, level 19 amenities & terrace, level 20-48 office space

### PARKSIDE AT MULLER CONDOMINIUMS

Austin, TX | \$47,000,000

This project included a 200-unit podium wrap structure, half level below grade parking garage that was 4 levels above grade

### DRIPPING SPRINGS ELEMENTARY SCHOOL #3 CYPRESS SPRINGS ELEMENTARY

Austin, TX | \$34,000,000

This project included a three-story elementary school, tilt wall and steel structure on a 100+ acre site

### ROUND ROCK ISD RENOVATIONS

Austin, TX | \$30,518,411 | 0

This project consisted of (3) separate school locations in Round Rock, Texas. Berkman Elementary School, Hernandez Middle School & Anderson Mill Elementary School. Project scope included re-roofing, new RTUs and Mechanical systems (all locations) and replacement of the majority of acoustical ceiling tiles



## YEARS OF EXPERIENCE

7 years in the Industry

1 years with SpawGlass

## EDUCATION

B.S. Construction Science, Texas A&M College Station

## TRAINING

OSHA 30-Hour

# CODY ELLIG

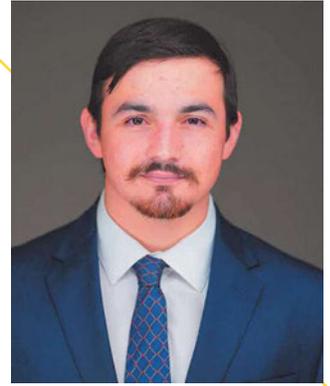
## ASSISTANT SUPERINTENDENT | EMPLOYEE OWNER

As assistant superintendent, Cody will assist Joey in the day-to-day activities in the field. This includes the safety and organization of field operations, documentation of daily activities, inspection of work for quality conformance and assisting that all activities align with the project schedule.

### **H-E-B SOUTH CONGRESS**

Austin, TX | Confidential | 146,151 SF | CMAR | Project Manager

Demolition of the existing facility, mass excavation, earth retention systems off-site wastewater retention and road work. The new 146,151 SF store will feature a cast-in-place parking garage and restaurant



### **YEARS OF EXPERIENCE**

3 years in Industry

3 years with SpawGlasse

### **TRAINING**

OSHA 30-Hour

# TAB 4

ASSUMPTIONS AND  
CLARIFICATIONS



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

**Williamson County  
Juvenile Justice Center Addition – Bid Package 02  
200 Wilco Way  
Georgetown, TX 78626**

## **GENERAL QUALIFICATIONS**

1. This GMP is based off the Addendum 03 drawings by BLGY Incorporated dated July 25<sup>th</sup>, 2024.
2. Subcontractor pricing is guaranteed for 60 days which means this **Proposal Expires on 10/15/24**. After this date, subcontractor pricing will need to be rebid.
3. LEED Certifications or Green Building Programs are not incorporated into the project.
4. Performance & Payment Bonds are provided by SpawGlass and included in this proposal.
5. General Liability and Builders Risk is provided by SpawGlass and included in this proposal.
6. All permits/fees for city, county, AHJ, and/or utility providers to be paid for and coordinated by owner.
7. The phasing breakout of this GMP is for accounting purposes only. If some phases are elected to not proceed, we will need to revisit the GMP amount as some items are not able to be accepted on a per phase basis.
8. Email correspondence, owner design guidelines, or verbal correspondence not reflected on the drawings and specifications is not included in the GMP.
9. SpawGlass anticipates sufficient Field Office area and employee parking on-site.
10. SpawGlass anticipates material staging area on-site.
11. SpawGlass anticipates sufficient building access at all times during construction.
12. It is assumed that Construction Power and Water is provided and paid for by Owner through existing building infrastructure.
13. Any "ALLOWANCE" savings will go back to the owner once the cost amount has been determined. Any "ALLOWANCE" overages will be paid by the owner in the form of an Owner Change Order.
14. It's understood that there is existing movement in the building due to moisture/subgrade issues causing CMU/Concrete/Drywall cracking and/or movement. SpawGlass does not take responsibility for items caused by this movement, and no money has been added to this project other than allowances specifically called out.
15. At the request of Williamson County, SpawGlass is not carrying an "Owners Contingency" per 2.2.4 of the owner contract. Any changes in scope, systems, kinds and quality of materials, finishes or equipment shall be incorporated by Change Order per 2.2.2 of the owner contract.
16. Prevailing Wage Rates included per "General Decision Number: TX20240275 07/12/2024".

## **SPECIFIC QUALIFICATIONS**

### **Division 00 & 01 – General Requirements and General Conditions**

1. This GMP is based on a 5-day work week.

2. It is assumed that this project is tax exempt.
3. The testing Lab is assumed to be by the owner.
4. Security Personnel is excluded and assumed to be provided by owner.
5. This budget is based on Williamson County paying for electric, gas, sanitary, and water connection and usage fees.
6. Dewatering has been included as an allowance of \$100,000.
7. No work has been included in areas outside of the defined phasing plan areas.

## **Division 02 – Existing Conditions**

1. Abatement has not been included and we assume there will be no remediation or abatement required.
2. Shoring for the façade and column demolition is not included.
3. No concrete demolition or chipping has been included unless specifically shown in the drawings. Phase 3 and Phase 4 concrete removal has been included.

## **Division 03 – Concrete**

1. Void forms have been included at stoops only.

## **Division 04 – Masonry**

1. We have included the glass block system as specified.

## **Division 05 – Metals**

1. Metal deck inclusions:
  - o 1.5B, 20 Gauge, G60.
  - o 3NL-32, 20 Gauge, G60.
  - o Epic Deck.

## **Division 06 – Wood, Plastics, and Composites**

1. At all locations where no millwork finish is noted, the laminate finish is priced as PL-1 Wilsonart “River Cherry” 7937-38 and the solid surface is priced as SS-1 Hanex “Oslo White” B-012 – ½”.
2. All hardwood trim where noted is priced as Flat Cut American Walnut.
3. All solid surface is quoted in standard ½” thickness.
4. Standard wall panel core material is ¾” industrial grade fire rated MDF.
5. Wall panel edge banding material is veneer matching the panel face.

6. Wall panel reveal material is veneer matching the panel face.

#### **Division 08 – Openings**

1. Door mark W1201C – 48'x16' overhead door has been included as a coiling door with an R-Value of 8.0. 22-gauge power coated with 34 window/slate and 62 slat high center.

#### **Division 09 – Finishes**

1. ACT 1 has been included as Certainteed HHF-157 Fine Fissured 2x2 tile in 15/16" grid.
2. ACT 2 has been included as epoxy panel 2x2 Vinyl Rock Tile in 15/16" grid.
3. 4x4 Acoustical Ceiling has been included as Armstrong Optima #3256 tegular in 9/16" white grid.
4. 2" Tectum wall and ceiling panels are included as "Natural" in color, other colors could result in a price increase.
5. Murals printed by Koroseal have been included with the artwork to be provided by the BLGY.
6. Gyp board to receive a primer roll texture, painted with Promar 200 e/s paints by Sherwin Williams.
7. Minor floor prep to existing areas to get new flooring is included. Major floor prep is excluded and can be included at a cost of \$65 per bag if required.
8. Attic stock of flooring materials is included.

#### **Division 10 – Specialties**

1. Vinyl lettering and stenciling is included as material only for each door as it was discussed this will be installed by owner.

#### **Division 21 – Fire Suppression**

1. FM Global design requirements and submittal are excluded.
2. No fire pump has been included.

#### **Division 22 – Plumbing**

1. Copper for domestic water piping is included.
2. PVC for buried DWV piping is included.
3. Cast iron for above ground DWV and storm drain piping is included.
4. Gas piping has been included as schedule 40 steel.

#### **Division 23 – HVAC**

1. Commissioning by owner. Commissioning assistance has been included.

2. Test and Balance has been included.
3. DDC controls have been included.

#### Division 26 – Electrical

1. Solar array has been included as a 45.43 kW-DC solar rooftop array.
2. Alternate #2 – Replace All Existing Wall Packs has been included in the base bid per E1.2. See existing exterior fixture replacement schedule below for inclusions.

### EXISTING EXTERIOR FIXTURE REPLACEMENT

#### REPLACE THE FOLLOWING EXISTING FIXTURES IN THE EXISTING LOCATIONS:

- REPLACE (36) EXISTING WALLPACKS WITH FIXTURE TYPE 'T1'.
- REPLACE (4) 6" RECESSED CANS WITH THE FOLLOWING:
  - LITHONIA - LBR6-AL02-SWW1-AR-XX-L22-MWD-MVOLT-UGZ. COORDINATE FLANGE WITH FIELD CONDITIONS.
- REPLACE (7) 7" WALLWASH CANS WITH THE FOLLOWING:
  - LITHONIA - LBR6WW-AL03-SWW1-AR-XX-L22-WW-MVOLT-UGZ. COORDINATE FLANGE WITH FIELD CONDITIONS.
- REPLACE (13) 7" RECESSED CANS WITH THE FOLLOWING:
  - LITHONIA - LBR6-AL04-SWW1-AR-XX-L22-MWD-MVOLT-UGZ. COORDINATE FLANGE WITH FIELD CONDITIONS.

#### Division 27 – Communications

1. AV systems have been included.

#### Division 28 – Electronic Safety & Security

1. Fire watch during removal and installation of the fire alarm system in the existing building has not been included in this budget proposal.
2. Temporary Fire Alarm has not been included.
3. Offsite fire alarm monitoring has not been included.

#### Division 31 – Earthwork

1. Building Pad - Select fill has been included to 9' per S3.3 note regarding the removal of existing material down to weathered limestone.
2. Drilled shaft casing has been included as an allowance if necessary.

#### Division 32 – Exterior Improvements

1. Light-duty asphalt pavement has been included at 2" with 9" limestone base.
2. Heavy-duty asphalt pavement has been included at 2 ½" with 11" limestone base.

## **Division 33 – Utilities**

1. Gas line provisions have not been included.
2. Inlets upsized to accommodate the pipe size.

## **EXCLUSIONS**

1. Asbestos survey.
2. Asbestos and lead abatement of the remodel areas.
3. Certified payroll, documents, reporting, etc.
4. Permit and testing fees, assumed by Owner.
5. Supply and Delivery of Dual-Purpose Docking Station, Emergency Power System, and Automatic Transfer Switch. These items are part of Bid Package 01 and considered to be a separate owner contract. BP 02 contract to be billed in addition to BP 01 contract.

## **Potential Price Escalations**

1. Masonry block: \$153,400 material escalation if LOI not sent before 10/15/2024.
2. Roofing: \$119,147 material escalation if LOI not sent before 10/15/2024.

# TAB 5

LIST OF DRAWINGS



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

## Williamson County JJC Addition

Georgetown, TX

August 23, 2024

### **Note:**

**Addendum 01 Dated 03/29/2024 Acknowledged.**

**Addendum 02 Dated 05/03/2024 Acknowledged.**

**Addendum 03 Dated 07/25/2024 Acknowledged.**

SHEET	TITLE	ISSUE DATE
	<b>CONTRACT DRAWINGS</b>	
CS	COVER SHEET	3/15/2024
G-0.1	GENERAL INFORMATION	3/15/2024
G-0.2	ADA SHEET	3/15/2024
G-0.3	ADA SHEET	3/15/2024
G-0.4	ADA SHEET	3/15/2024
G-0.5	WALL TYPES	3/15/2024
G-1.0	CODE PLAN ANALYSIS & DIAGRAMS	3/15/2024
G-1.1	CODE PLAN	3/15/2024
G-2.0	SECURITY PLAN	3/15/2024
G-3.0	PHASING PLAN	3/15/2024
A-1.0	EXISTING SITE PLAN	3/15/2024
A-1.1	SITE PLAN	3/15/2024
A-1.2	SITE DETAILS	3/15/2024
A-1.3	SITE DETAILS	3/15/2024
A-1.4	GENERAL SITE DETAILS	3/15/2024
A-2.0	EXISTING FLOOR PLAN	3/15/2024
A-2.1	PHASED DEMOLITION PLAN	3/15/2024
A-2.2	OVERALL FLOOR PLAN	3/15/2024
A-2.2A	FLOOR PLAN - AREA A	3/15/2024
A-2.2B	FLOOR PLAN - AREA B	3/15/2024
A-2.2C	FLOOR PLAN - AREA C	3/15/2024
A-2.2C1	FLOOR PLAN - AREA C1	3/15/2024
A-2.2D	FLOOR PLAN - AREA D	3/15/2024
A-2.2E	FLOOR PLAN - AREA E	3/15/2024
A-2.2F	FLOOR PLAN - AREA F	3/15/2024
A-2.2G	FLOOR PLAN - AREA G	3/15/2024
A-2.2H	FLOOR PLAN - AREA H	3/15/2024
A-2.2J	FLOOR PLAN - AREA J	3/15/2024
A-2.3	LOFT PLAN - DEMO	3/15/2024
A-2.3L	LOFT PLAN	3/15/2024
A-2.4	INTERIOR VIGNETTES	3/15/2024
A-2.10	ENLARGED PLANS	3/15/2024
A-2.11	ENLARGED PLANS	3/15/2024
A-2.12	ENLARGED PLAN - COURTROOM	3/15/2024

SHEET	TITLE	ISSUE DATE
A-2.13	ENLARGED PLAN - HEARING ROOM	3/15/2024
A-2.14	ENLARGED PLAN - GYM	3/15/2024
A-2.20	EXISTING ROOF DEMOLITION PLAN	3/15/2024
A-2.21	EXISTING BUILDING REROOF PLAN	3/15/2024
A-2.22	LOWER OVERALL ROOF PLAN	3/15/2024
A-2.22A	LOWER ROOF PLAN - AREA A	3/15/2024
A-2.22B	LOWER ROOF PLAN - AREA B	3/15/2024
A-2.22C	LOWER ROOF PLAN - AREA C	3/15/2024
A-2.22C1	LOWER ROOF PLAN - AREA C1	3/15/2024
A-2.22D	LOWER ROOF PLAN - AREA D	3/15/2024
A-2.22E	LOWER ROOF PLAN - AREA E	3/15/2024
A-2.23	UPPER OVERALL ROOF PLAN	3/15/2024
A-3.0	DEMOLITION REFLECTED CEILING PLAN	3/15/2024
A-3.1	OVERALL REFLECTED CEILING PLAN	3/15/2024
A-3.1A	REFLECTED CEILING PLAN AREA A	3/15/2024
A-3.1B	REFLECTED CEILING PLAN AREA B	3/15/2024
A-3.1C	REFLECTED CEILING PLAN AREA C	3/15/2024
A-3.1C1	REFLECTED CEILING PLAN AREA C1	3/15/2024
A-3.1D	REFLECTED CEILING PLAN AREA D	3/15/2024
A-3.1E	REFLECTED CEILING PLAN AREA E	3/15/2024
A-3.1F	REFLECTED CEILING PLAN AREA F	3/15/2024
A-3.1G	REFLECTED CEILING PLAN AREA G	3/15/2024
A-3.1H	REFLECTED CEILING PLAN AREA H	3/15/2024
A-3.1J	REFLECTED CEILING PLAN AREA J	3/15/2024
A-3.2	ENLARGED REFLECTED CEILING PLANS	3/15/2024
A-4.0.1	INTERIOR LEGEND	3/15/2024
A-4.1	MASONRY PLAN	3/15/2024
A-4.1A	FINISH PLAN - AREA A	3/15/2024
A-4.1B	FINISH PLAN - AREA B	3/15/2024
A-4.1C	FINISH PLAN - AREA C	3/15/2024
A-4.1C1	FINISH PLAN - AREA C.1	3/15/2024
A-4.1D	FINISH PLAN - AREA D	3/15/2024
A-4.1E	FINISH PLAN - AREA E	3/15/2024
A-4.1F	FINISH PLAN - AREA F	3/15/2024
A-4.1G	FINISH PLAN - AREA G	3/15/2024
A-4.1H	FINISH PLAN - AREA H	3/15/2024
A-4.1J	FINISH PLAN - AREA J	3/15/2024
A-4.4A	FURNITURE PLAN - AREA A	3/15/2024
A-4.4B	FURNITURE PLAN - AREA B	3/15/2024
A-4.4C	FURNITURE PLAN - AREA C	3/15/2024
A-4.4C1	FURNITURE PLAN - AREA C.1	3/15/2024
A-4.4D	FURNITURE PLAN - AREA D	3/15/2024
A-4.4E	FURNITURE PLAN - AREA E	3/15/2024
A-4.4F	FURNITURE PLAN - AREA F	3/15/2024
A-4.4G	FURNITURE PLAN - AREA G	3/15/2024

SHEET	TITLE	ISSUE DATE
A-4.4H	FURNITURE PLAN - AREA H	3/15/2024
A-4.4J	FURNITURE PLAN - AREA J	3/15/2024
A-5.0	EXTERIOR ELEVATIONS - FULL	3/15/2024
A-5.1	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.2	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.3	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.4	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.5	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.6	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.7	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.8	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.9	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.10	EXTERIOR ELEVATIONS - ENLARGED PARTIAL	3/15/2024
A-5.11	EXTERIOR VIGNETTES	3/15/2024
A-5.12	EXTERIOR VIGNETTES	3/15/2024
A-5.13	EXTERIOR VIGNETTES	3/15/2024
A-5.14	EXTERIOR VIGNETTES	3/15/2024
A-5.15	EXTERIOR VIGNETTES	3/15/2024
A-5.20	BUILDING SECTIONS	3/15/2024
A-5.21	BUILDING SECTIONS	3/15/2024
A-5.22	BUILDING SECTIONS	3/15/2024
A-5.23	BUILDING SECTIONS	3/15/2024
A-5.24	BUILDING SECTIONS	3/15/2024
A-5.25	BUILDING SECTIONS	3/15/2024
A-6.0	WALL SECTIONS	3/15/2024
A-6.1	WALL SECTIONS	3/15/2024
A-6.2	WALL SECTIONS	3/15/2024
A-6.3	WALL SECTIONS	3/15/2024
A-6.4	WALL SECTIONS	3/15/2024
A-6.5	WALL SECTIONS	3/15/2024
A-6.6	WALL SECTIONS	3/15/2024
A-6.7	WALL SECTIONS	3/15/2024
A-6.8	WALL SECTIONS	3/15/2024
A-6.9	WALL SECTIONS	3/15/2024
A-6.10	WALL SECTIONS	3/15/2024
A-6.11	WALL SECTIONS	3/15/2024
A-6.12	WALL SECTIONS	3/15/2024
A-6.13	WALL SECTIONS	3/15/2024
A-6.14	WALL SECTIONS	3/15/2024
A-6.15	WALL SECTIONS	3/15/2024
A-6.16	WALL SECTIONS	3/15/2024
A-6.17	WALL SECTIONS	3/15/2024
A-8.0	INTERIOR ELEVATIONS	3/15/2024
A-8.1	INTERIOR ELEVATIONS	3/15/2024
A-8.2	INTERIOR ELEVATIONS	3/15/2024

SHEET	TITLE	ISSUE DATE
A-8.3	INTERIOR ELEVATIONS	3/15/2024
A-8.4	INTERIOR ELEVATIONS	3/15/2024
A-8.5	CASEWORK ELEVATIONS	3/15/2024
A-8.6	CASEWORK ELEVATIONS	3/15/2024
A-8.7	CASEWORK DETAILS	3/15/2024
A-8.8	COURT BENCH - PLAN AND ELEVS	3/15/2024
A-8.9	HEARING ROOM BENCH - PLAN AND ELEVS	3/15/2024
A-8.10	JURY BOX ENLARGED PLAN, ELEVS, & DETAILS	3/15/2024
A-8.11	BENCH AND COURT AXONS	3/15/2024
A-8.12	SECURITY / RECEPTION DESK DETAILS	3/15/2024
A-8.13	INTAKE, MEDICAL, & STAFF DESKS	3/15/2024
A-9.0	DOOR SCHEDULE	3/15/2024
A-9.1	DOOR SCHEDULE, TYPES, AND FRAMES	3/15/2024
A-9.2	STOREFRONT SYSTEMS	3/15/2024
A-9.3	WINDOW TYPES	3/15/2024
A-9.4	CLERESTORY WINDOWS	3/15/2024
A-9.5	JAMB DETAILS	3/15/2024
A-10.0	EXTERIOR DETAILS	3/15/2024
A-10.1	EXTERIOR DETAILS	3/15/2024
A-10.2	EXTERIOR DETAILS	3/15/2024
A-10.3	EXTERIOR DETAILS	3/15/2024
A-10.4	ROOF DETAILS	3/15/2024
A-10.5	ROOF DETAILS	3/15/2024
A-10.6	EXTERIOR DETAILS	3/15/2024
A-10.7	EXTERIOR DETAILS	3/15/2024
A-10.8	PLAN DETAILS	3/15/2024
A-10.9	PLAN DETAILS	3/15/2024
A-10.10	PLAN DETAILS	3/15/2024
A-10.11	EXTERIOR DETAILS	3/15/2024
A-10.12	MOCK UP WALL	3/15/2024
A-10.13	EXTERIOR DETAILS	3/15/2024
A-11.0	INTERIOR DETAILS	3/15/2024
A-11.1	INTERIOR DETAILS	3/15/2024
A-11.2	INTERIOR DETAILS - DAYROOM CASEWORK	3/15/2024
A-11.3	INTERIOR DETAILS - MAIN LOBBY	3/15/2024
A-11.4	INTERIOR DETAILS	3/15/2024
A-11.5	INTERIOR DETAILS - COURTROOM	3/15/2024
A-11.6	INTERIOR DETAILS - COURTROOM	3/15/2024
A-11.7	INTERIOR DETAILS - HEARING ROOM	3/15/2024
A-11.8	INTERIOR DETAILS	3/15/2024
CO01	COVER SHEET	3/15/2024
GN01	CIVIL GENERAL NOTES	3/15/2024
ECO1	CIVIL EXISTING CONDITIONS AND DEMOLITION PLAN	3/15/2024
ESC01	CIVIL EROSION & SEDIMENTATION CONTROL PLAN	3/15/2024
DA01	CIVIL EXISTING DRAINAGE AREA MAP	3/15/2024

SHEET	TITLE	ISSUE DATE
DA02	CIVIL PROPOSED DRAINAGE AREA MAP	3/15/2024
SI01	CIVIL SITE PLAN	3/15/2024
GR01	CIVIL GRADING PLAN	3/15/2024
UT01	CIVIL UTILITY PLAN	3/15/2024
PP01	CIVIL PAVING PLAN	3/15/2024
TPP01	TREE PRESERVATION PLAN	3/15/2024
CD01	CIVIL CONSTRUCTION DETAILS	3/15/2024
CD02	CIVIL CONSTRUCTION DETAILS	3/15/2024
CD03	CIVIL CONSTRUCTION DETAILS	3/15/2024
CD04	CIVIL CONSTRUCTION DETAILS	3/15/2024
CD05	CIVIL CONSTRUCTION DETAILS	3/15/2024
S1.1	TYPICAL ABBREVIATIONS, SYMBOLS AND PLAN NOTES	3/15/2024
S1.2	GENERAL NOTES	3/15/2024
S2.1	FOUNDATION PLAN - OVERALL	3/15/2024
S2.1A	FOUNDATION PLAN - AREA A	3/15/2024
S2.1B	FOUNDATION PLAN - AREA B	3/15/2024
S2.1C	FOUNDATION PLAN - AREA C	3/15/2024
S2.1C1	FOUNDATION PLAN - AREA C1	3/15/2024
S2.1D	FOUNDATION PLAN - AREA D	3/15/2024
S2.1E	FOUNDATION PLAN - AREA E	3/15/2024
S2.1F	FOUNDATION PLAN - AREA F	3/15/2024
S2.1G	FOUNDATION PLAN - AREA G	3/15/2024
S2.1H	FOUNDATION PLAN - AREA H	3/15/2024
S2.1J	FOUNDATION PLAN - AREA J	3/15/2024
S2.2	ROOF FRAMING PLAN - OVERALL	3/15/2024
S2.2A	ROOF FRAMING PLAN - AREA A	3/15/2024
S2.2B	ROOF FRAMING PLAN - AREA B	3/15/2024
S2.2C	ROOF FRAMING PLAN - AREA C	3/15/2024
S2.2C1	ROOF FRAMING PLAN - AREA C1	3/15/2024
S2.2D	ROOF FRAMING PLAN - AREA D	3/15/2024
S2.2E	ROOF FRAMING PLAN - AREA E	3/15/2024
S2.2F	ROOF FRAMING PLAN - AREA F	3/15/2024
S2.2G	ROOF FRAMING PLAN - AREA G	3/15/2024
S2.2H	ROOF FRAMING PLAN - AREA H	3/15/2024
S2.3	HIGH ROOF FRAMING PLAN - OVERALL	3/15/2024
S2.3A	HIGH ROOF FRAMING PLAN - AREA A	3/15/2024
S2.3B	HIGH ROOF FRAMING PLAN - AREA B	3/15/2024
S2.3C	HIGH ROOF FRAMING PLAN - AREA C	3/15/2024
S2.3C1	HIGH ROOF FRAMING PLAN - AREA C1	3/15/2024
S2.3D	HIGH ROOF FRAMING PLAN - AREA D	3/15/2024
S2.3E	HIGH ROOF FRAMING PLAN - AREA E	3/15/2024
S2.3L	LOFT FRAMING PLAN	3/15/2024
S2.4	OUTBUILDING ADDITION FOUNDATION AND ROOF FRAMING PLAN	3/15/2024
S3.1	EXPANSIVE CLAY SOIL DETAILS	3/15/2024

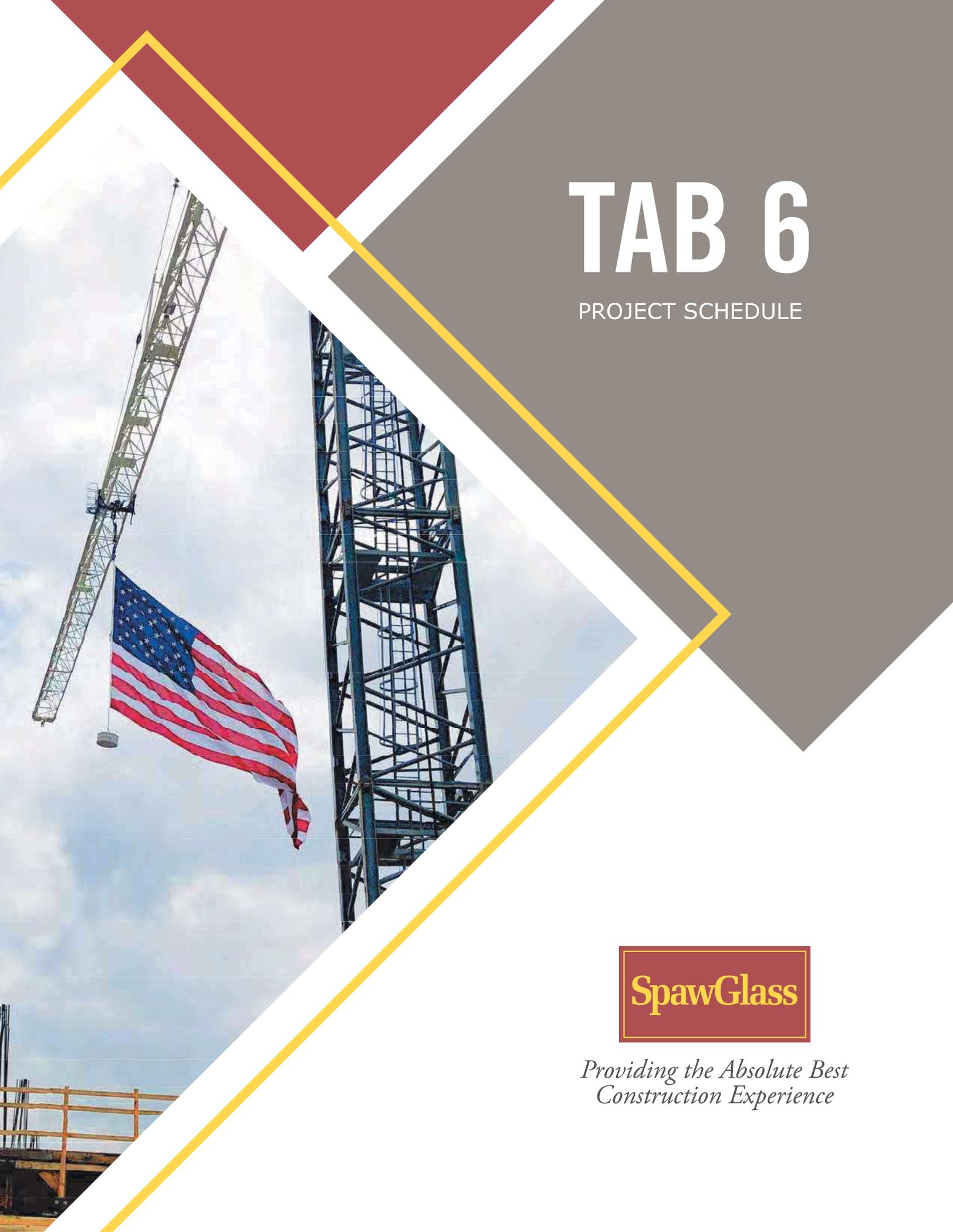
SHEET	TITLE	ISSUE DATE
S3.2	DRILLED PIERS	3/15/2024
S3.3	TYPICAL SLAB-ON-GRADE DETAILS	3/15/2024
S3.4	TYPICAL FOUNDATION DETAILS	3/15/2024
S3.11	FOUNDATION SECTIONS AND DETAILS	3/15/2024
S3.12	FOUNDATION SECTIONS AND DETAILS	3/15/2024
S4.1	CMU REINFORCING AND LINTEL PLAN - AREA A	3/15/2024
S4.2	CMU REINFORCING AND LINTEL PLAN - AREA B	3/15/2024
S4.3	CMU REINFORCING AND LINTEL PLAN - AREA C	3/15/2024
S4.4	CMU REINFORCING AND LINTEL PLAN - AREA D	3/15/2024
S4.5	CMU REINFORCING AND LINTEL PLAN - AREA E	3/15/2024
S4.6	CMU REINFORCING AND LINTEL PLAN - AREA F	3/15/2024
S4.7	TYPICAL CMU WALL DETAILS	3/15/2024
S4.8	TYPICAL CMU WALL DETAILS	3/15/2024
S4.9	TYPICAL CMU WALL DETAILS	3/15/2024
S5.1	SIMPLE BEAM CONNECTION DETAILS	3/15/2024
S5.2	TYPICAL STEEL COLUMN DETAILS	3/15/2024
S5.3	TYPICAL STEEL CONNECTION DETAILS	3/15/2024
S5.4	TYPICAL STEEL ROOF FRAMING DETAILS	3/15/2024
S5.5	TYPICAL STEEL ROOF FRAMING DETAILS	3/15/2024
S5.6	TYPICAL STEEL ROOF FRAMING DETAILS	3/15/2024
S5.11	STEEL SECTIONS AND DETAILS	3/15/2024
S5.12	STEEL SECTIONS AND DETAILS	3/15/2024
S5.13	STEEL SECTIONS AND DETAILS	3/15/2024
S5.21	HIGH ROOF STEEL SECTIONS AND DETAILS	3/15/2024
S5.22	HIGH ROOF STEEL SECTIONS AND DETAILS	3/15/2024
S5.31	MISCELLANEOUS STEEL SECTIONS AND DETAILS	3/15/2024
S6.1	TYPICAL STEEL TRUSS DETAILS	3/15/2024
S6.2	TYPICAL STEEL TRUSS DETAILS	3/15/2024
S7.1	WIND BRAC ELEVATIONS AND DETAILS	3/15/2024
S7.2	STEEL FRAME ELEVATIONS	3/15/2024
S7.11	STEEL FRAME ELEVATIONS	3/15/2024
S8.1	MISCELLANEOUS CONCRETE DETAILS	3/15/2024
M1.1	SCHEDULES, NOTES, AND LEGENDS - MECHANICAL	3/15/2024
M1.2	SCHEDULES - MECHANICAL	3/15/2024
M1.3	SCHEDULES - MECHANICAL	3/15/2024
M1.4	SCHEDULES - MECHANICAL	3/15/2024
M1.5	SCHEDULES - MECHANICAL	3/15/2024
M1.6	SCHEDLUES - MECHANICAL	3/15/2024
M1.10	DETAILS - MECHANICAL	3/15/2024
M1.11	DETAILS - MECHANICAL	3/15/2024
M2.1A	FLOOR PLAN - AREA A - MECHANICAL	3/15/2024
M2.1B	FLOOR PLAN - AREA B - MECHANICAL	3/15/2024
M2.1C	FLOOR PLAN - AREA C - MECHANICAL	3/15/2024
M2.1D	FLOOR PLAN - AREA D - MECHANICAL	3/15/2024
M2.1E	FLOOR PLAN - AREA E - MECHANICAL	3/15/2024

SHEET	TITLE	ISSUE DATE
M2.1F	FLOOR PLAN - AREA F - MECHANICAL	3/15/2024
M2.1G	FLOOR PLAN - AREA G - MECHANICAL	3/15/2024
M2.1H	FLOOR PLAN - AREA H - MECHANICAL	3/15/2024
M2.1J	FLOOR PLAN - AREA J - MECHANICAL	3/15/2024
M4.1	ROOF PLAN - MECHANICAL	3/15/2024
M5.1A	SMOKE EVACUATION - ZONES AND CALCULATIONS - AREA A	3/15/2024
M5.1B	SMOKE EVACUATION - ZONES AND CALCULATIONS - AREA B	3/15/2024
M5.1C	SMOKE EVACUATION - ZONES AND CALCULATIONS - AREA C	3/15/2024
M5.1G	SMOKE EVACUATION - ZONES AND CALCULATIONS - AREA G	3/15/2024
M5.1H	SMOKE EVACUATION - ZONES AND CALCULATIONS - AREA H	3/15/2024
M6.1B	POK HVAC SYSTEMS - AREA B - MECHANICAL	3/15/2024
M7.1	SECTION 1 - AREA F - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.2	SECTION 2 - AREA E - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.3	SECTION 3 - AREA G - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.4	SECTION 4 - AREA H - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.5	SECTION 5 - AREA K - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.6	SECTION 6 - AREA J - EXISTING MECH - FOR REFERENCE ONLY	3/15/2024
M7.7	OVERALL - EXISTING FIRE SPRINKLER - FOR REFERENCE ONLY	3/15/2024
E1.0	SITE PLAN - ELECTRICAL	3/15/2024
E1.1	SCHEDULES, NOTES, AND LEGENDS - ELECTRICAL	3/15/2024
E1.2	SCHEDULES - ELECTRICAL	3/15/2024
E1.3	RISER DIAGRAM - ELECTRICAL	3/15/2024
E1.4	DETAILS - ELECTRICAL	3/15/2024
E1.5	DETAILS - ELECTRICAL	3/15/2024
E1.6	PANEL SCHEDULES - ELECTRICAL	3/15/2024
E1.7	PANEL SCHEDULES - ELECTRICAL	3/15/2024
E1.8	PANEL SCHEDULES - ELECTRICAL	3/15/2024
E1.9	PANEL SCHEDULES - ELECTRICAL	3/15/2024
E2.1A	FLOOR PLAN - AREA A - LIGHTING	3/15/2024
E2.1B	FLOOR PLAN - AREA B - LIGHTING	3/15/2024
E2.1C	FLOOR PLAN - AREA C - LIGHTING	3/15/2024
E2.1D	FLOOR PLAN - AREA D - LIGHTING	3/15/2024
E2.1E	FLOOR PLAN - AREA E - LIGHTING	3/15/2024
E2.1F	FLOOR PLAN - AREA F - LIGHTING	3/15/2024
E2.1G	FLOOR PLAN - AREA G - LIGHTING	3/15/2024
E2.1H	FLOOR PLAN - AREA H - LIGHTING	3/15/2024
E2.1J	FLOOR PLAN - AREA J - LIGHTING	3/15/2024
E3.1A	FLOOR PLAN - AREA A - POWER	3/15/2024

SHEET	TITLE	ISSUE DATE
E3.1B	FLOOR PLAN - AREA B - POWER	3/15/2024
E3.1C	FLOOR PLAN - AREA C - POWER	3/15/2024
E3.1D	FLOOR PLAN - AREA D - POWER	3/15/2024
E3.1E	FLOOR PLAN - AREA E - POWER	3/15/2024
E3.1F	FLOOR PLAN - AREA F - POWER	3/15/2024
E3.1G	FLOOR PLAN - AREA G - POWER	3/15/2024
E3.1H	FLOOR PLAN - AREA H - POWER	3/15/2024
E3.1J	FLOOR PLAN - AREA J - POWER	3/15/2024
E4.1	ROOF PLAN - POWER	3/15/2024
P1.1	SCHEDULES, NOTES, AND DETAILS - PLUMBING	3/15/2024
P1.2	DETAILS - PLUMBING	3/15/2024
P1.3	DETAILS - PLUMBING	3/15/2024
P2.1A	FLOOR PLAN - AREA A - PLUMBING - WASTE	3/15/2024
P2.1B	FLOOR PLAN - AREA B - PLUMBING - WASTE	3/15/2024
P2.1C	FLOOR PLAN - AREA C - PLUMBING - WASTE	3/15/2024
P2.1D	FLOOR PLAN - AREA D - PLUMBING - WASTE	3/15/2024
P2.1E	FLOOR PLAN - AREA E - PLUMBING - WASTE	3/15/2024
P2.1F	FLOOR PLAN - AREA F - PLUMBING - WASTE	3/15/2024
P2.1G	FLOOR PLAN - AREA G - PLUMBING - WASTE	3/15/2024
P2.1H	FLOOR PLAN - AREA H - PLUMBING - WASTE	3/15/2024
P2.1J	FLOOR PLAN - AREA J - PLUMBING - WASTE	3/15/2024
P3.1A	FLOOR PLAN - AREA A - PLUMBING - SUPPLY	3/15/2024
P3.1B	FLOOR PLAN - AREA B - PLUMBING - SUPPLY	3/15/2024
P3.1C	FLOOR PLAN - AREA C - PLUMBING - SUPPLY	3/15/2024
P3.1D	FLOOR PLAN - AREA D - PLUMBING - SUPPLY	3/15/2024
P3.1E	FLOOR PLAN - AREA E - PLUMBING - SUPPLY	3/15/2024
P3.1F	FLOOR PLAN - AREA F - PLUMBING - SUPPLY	3/15/2024
P3.1G	FLOOR PLAN - AREA G - PLUMBING - SUPPLY	3/15/2024
P3.1H	FLOOR PLAN - AREA H - PLUMBING - SUPPLY	3/15/2024
P3.1J	FLOOR PLAN - AREA J - PLUMBING - SUPPLY	3/15/2024
P4.1	ROOF PLAN - PLUMBING	3/15/2024
P7.1	SECTION 1 - AREA F - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.2	SECTION 2 - AREA E - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.3	SECTION 3 - AREA G - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.4	SECTION 4 - AREA H - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.5	SECTION 5 - AREA K - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.6	SECTION 6 - AREA J - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024
P7.7	ENLARGED KITCHEN - EXISTING PLUMB - FOR REFERENCE ONLY	3/15/2024

SHEET	TITLE	ISSUE DATE
ES-0.1	ELECTRONIC SECURITY SYMBOLS LEGEND	3/15/2024
ES-1.0	EXISTING SITE PLAN	3/15/2024
ES-1.1	NEW SITE PLAN	3/15/2024
ES-2.1	OVERALL DEMOLITION PLAN	3/15/2024
ES-2.1E	DEMOLITION PLAN	3/15/2024
ES-2.1F	DEMOLITION PLAN	3/15/2024
ES-2.1G	DEMOLITION PLAN	3/15/2024
ES-2.1H	DEMOLITION PLAN	3/15/2024
ES-2.1J	DEMOLITION PLAN	3/15/2024
ES-2.2	OVERALL FLOOR PLAN	3/15/2024
ES-2.2A	FLOOR PLAN - AREA A	3/15/2024
ES-2.2B	FLOOR PLAN - AREA B	3/15/2024
ES-2.2C	FLOOR PLAN - AREA C	3/15/2024
ES-2.2D	FLOOR PLAN - AREA D	3/15/2024
ES-2.2E	FLOOR PLAN - AREA E	3/15/2024
ES-2.2F	FLOOR PLAN - AREA F	3/15/2024
ES-2.2G	FLOOR PLAN - AREA G	3/15/2024
ES-2.2H	FLOOR PLAN - AREA H	3/15/2024
ES-2.2J	FLOOR PLAN - AREA J	3/15/2024
ES-2.2K	FLOOR PLAN - AREA K	3/15/2024
ES-3.1	ENLARGED PLANS	3/15/2024
ES-3.2	ENLARGED PLANS	3/15/2024
ES-3.3	ENLARGED PLANS	3/15/2024
ES-3.4	ENLARGED PLANS	3/15/2024
ES-3.5	ENLARGED PLANS	3/15/2024
ES-4.1	DETAILS	3/15/2024
ES-4.2	DETAILS	3/15/2024
ES-5.1	SYSTEM NETWORK DIAGRAM	3/15/2024
ES-5.2	ACCESS CONTROL SYSTEM DIAGRAM	3/15/2024
ES-5.3	ECS/ICS DIAGRAM	3/15/2024
ES-5.4	VIDEO MANAGEMENT SYSTEM DIAGRAM	3/15/2024
ES-5.5	UPS DIAGRAM	3/15/2024
ES-5.6	CAMERA SCHEDULE	3/15/2024
T0.0	TECHNOLOGY - INDEX SHEET	3/15/2024
T1.0	TECHNOLOGY - NEW SITE PLAN	3/15/2024
T1.1	TECHNOLOGY - OVERALL FOUNDATION PLAN	3/15/2024
T1.1A	TECHNOLOGY - FOUNDATION PLAN - AREA A	3/15/2024
T1.1B	TECHNOLOGY - FOUNDATION PLAN - AREA B	3/15/2024
T1.1C	TECHNOLOGY - FOUNDATION PLAN - AREA C	3/15/2024
T1.1D	TECHNOLOGY - FOUNDATION PLAN - AREA D	3/15/2024
T1.1E	TECHNOLOGY - FOUNDATION PLAN - AREA E	3/15/2024
T1.1F	TECHNOLOGY - FOUNDATION PLAN - AREA F	3/15/2024
T1.1G	TECHNOLOGY - FOUNDATION PLAN - AREA G	3/15/2024
T1.1H	TECHNOLOGY - FOUNDATION PLAN - AREA H	3/15/2024
T4.0	TECHNOLOGY - ENLARGEMENTS	3/15/2024

SHEET	TITLE	ISSUE DATE
T4.1	TECHNOLOGY - ENLARGEMENTS	3/15/2024
T5.0	TECHNOLOGY - DETAILS	3/15/2024
T5.1	TECHNOLOGY - DETAILS	3/15/2024
T7.0	TECHNOLOGY - AV DETAILS	3/15/2024
T7.1	TECHNOLOGY - AV DETAILS	3/15/2024
T7.2	TECHNOLOGY - AV DETAILS	3/15/2024
T7.3	TECHNOLOGY - AV DETAILS	3/15/2024
T7.4	TECHNOLOGY - AV DETAILS	3/15/2024
L001	SHEET INDEX & GENERAL NOTES	3/15/2024
L002	SITework REFERENCE PLAN	3/15/2024
L003	PLANTING AND IRRIGATION REFERENCE PLAN	3/15/2024
L100	SITework PLAN	3/15/2024
L200	LANDSCAPE SITework DETAILS	3/15/2024
L300	PLANTING PLAN	3/15/2024
L301	PLANTING PLAN	3/15/2024
L302	PLANTING PLAN	3/15/2024
L303	PLANTING PLAN	3/15/2024
L304	PLANTING PLAN	3/15/2024
L305	PLANTING PLAN	3/15/2024
L400	PLANTING SCHEDULE AND DETAILS	3/15/2024
L500	IRRIGATION PLAN	3/15/2024
L501	IRRIGATION PLAN	3/15/2024
L502	IRRIGATION PLAN	3/15/2024
L503	IRRIGATION PLAN	3/15/2024
L504	IRRIGATION PLAN	3/15/2024
L505	IRRIGATION PLAN	3/15/2024
L600	IRRIGATION SCHEDULES & NOTES	3/15/2024
L601	IRRIGATION DETAILS	3/15/2024
SECTION C	FURNITURE PLAN	3/15/2024
SECTION D	FURNITURE PLAN	3/15/2024
SECTION E	FURNITURE PLAN	3/15/2024
SECTION F	FURNITURE PLAN	3/15/2024
	<b>CONTRACT SPECIFICATIONS</b>	
	90% PROJECT MANUAL	3/15/2024



# TAB 6

PROJECT SCHEDULE

**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Late Finish	Total Float	F	M	A	M	J	J	A	S	C	N	D	J	F	M	A	M
<b>WILCO JJC GMP2 - Master Plan - Phases 1 &amp; 2</b>																							
<b>Milestones</b>																							
A1000	Construction NTP	573	573	16-Dec-24	24-Feb-27	12-May-27	55																WMLC
A1010	Substantial Completion	0	0		25-Jan-27	12-Apr-27	55																Milest
A1020	Final Completion	0	0		24-Feb-27	12-May-27	55																Substan
<b>Pre-Construction</b>																							
<b>Submittals</b>																							
A1180	Electrical Equipment	30	30	16-Dec-24	24-Jan-25	25-Apr-25	65																
A1190	Roofing Materials	30	30	16-Dec-24	24-Jan-25	25-Apr-25	65																
A1200	Windows	40	40	16-Dec-24	07-Feb-25	25-Apr-25	55																
A1210	Structural Steel	40	40	16-Dec-24	07-Feb-25	23-May-25	75																
A1550	Door Frames & Hardware	40	40	16-Dec-24	07-Feb-25	07-Oct-25	172																
A1580	Security	40	40	16-Dec-24	07-Feb-25	22-Aug-25	140																
<b>Procurement</b>																							
A1220	Electrical Equipment	160	160	27-Jan-25	05-Sep-25	10-Mar-26	132																
A1230	Roofing Materials	120	120	27-Jan-25	11-Jul-25	10-Oct-25	65																
A1240	Windows	120	120	10-Feb-25	25-Jul-25	10-Oct-25	55																
A1250	Structural Steel	60	60	10-Feb-25	02-May-25	15-Aug-25	75																
A1540	Door Frames & Hardware	110	110	10-Feb-25	11-Jul-25	10-Mar-26	172																
A1590	Security	75	75	10-Feb-25	23-May-25	05-Dec-25	140																
<b>Construction</b>																							
<b>Sitework</b>																							
A1110	Clear & Grub/Pad Prep	25	25	16-Dec-24	17-Jan-25	23-May-25	90																
A1570	Underground Utilities	30	30	20-Jan-25	28-Feb-25	04-Jul-25	90																
A1170	Lay New Asphalt Parking Lot	25	25	12-Jan-26	13-Feb-26	03-Mar-27	273																
A1160	Form & Pour Sidewalks	20	20	16-Feb-26	13-Mar-26	31-Mar-27	273																
A1150	Install Landscape/Irrigation	30	30	16-Mar-26	24-Apr-26	12-May-27	273																
<b>Phase 1</b>																							
A1260	Foundation	60	60	03-Mar-25	23-May-25	26-Sep-25	90																
A1270	Structure	80	80	05-May-25	22-Aug-25	05-Dec-25	75																
A1280	Building Envelope	120	120	28-Jul-25	09-Jan-26	27-Mar-26	55																
A1290	MEP	120	120	22-Sep-25	06-Mar-26	22-May-26	55																

Start Date: 16-Dec-24

Finish Date: 24-Feb-27

Data Date: 16-Dec-24

Run Date: 11-Sep-24

**WILCO JJC GMP2 - Master Plan - Phases 1 & 2**

GMP2 - Master Plan - Phases 1 and 2

Actual Work

Remaining Work

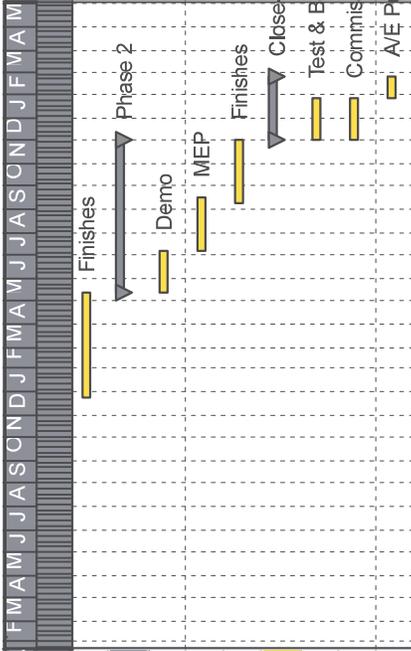
Critical Remaining Work

Milestone

Summary

Level of Effort

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Late Finish	Total Float
A1300	Finishes	100	100	24-Dec-25	12-May-26	28-Jul-26	55
<b>Phase 2</b>							
A1310	Demo	40	40	13-May-26	07-Jul-26	22-Sep-26	55
A1340	MEP	50	50	08-Jul-26	15-Sep-26	01-Dec-26	55
A1350	Finishes	60	60	08-Sep-26	30-Nov-26	15-Feb-27	55
<b>Close-Out</b>							
A1490	Test & Balance	40	40	01-Dec-26	25-Jan-27	12-Apr-27	55
A1510	Commissioning	40	40	01-Dec-26	25-Jan-27	12-Apr-27	55
A1500	A/E Punch List	22	22	26-Jan-27	24-Feb-27	12-May-27	55



Start Date: 16-Dec-24  
 Finish Date: 24-Feb-27  
 Data Date: 16-Dec-24  
 Run Date: 11-Sep-24

- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary
- Level of Effort

**WILCO JJC GMP2 - Master Plan - Phases 1 2**  
 GMP2 - Master Plan - Phases 1 and 2



# TAB 7

REVIEW COMMENTS



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

**Williamson County  
Juvenile Justice Center Addition – Bid Package 02  
200 Wilco Way  
Georgetown, TX 78626**

**TAB 01 – Cost Summary Comments:**

---

---

---

**TAB 02 – Executive Summary Comments:**

---

---

---

**TAB 03 – Project Team Comments:**

---

---

---

**TAB 04 – Assumptions and Clarifications Comments:**

---

---

---

**TAB 05 – List of Drawings Comments:**

---

---

---

**TAB 06 – Project Schedule Comments:**

---

---

---

**SpawGlass**

*Providing the Absolute Best  
Construction Experience*



SpawGlass Contractors

1111 Smith Rd.  
Austin, TX 78721  
512-719-5251

[SpawGlass.com](http://SpawGlass.com)





**Commissioners Court - Regular Session**

**48.**

**Meeting Date:** 09/17/2024

Approval of Renewal #1 for Contract #22RFP32 - The Door Company - Overhead Door Annual Preventative Maintenance Services for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the renewal of contract #22RFP32, Overhead Door Annual Preventative Maintenance, renewal term #1, for the same terms and conditions as the existing contract, but with additional items added to the contract, per attached documentation, with Vendor The Door Company, for a 12-month term beginning October 1, 2024 through September 30, 2025.

**Background**

This is first renewal of the Overhead Door Annual Preventative Maintenance Services contract, for the same price, terms and conditions but with additional gates added, per attached documentation. The Facilities Management Department has confirmed the vendor met all of the county requirements in this contract and requests renewal. Funding source: 01.0100.0509.004500. Department Point of Contact is Shantil Moore and Christi Stromberg.

**Fiscal Impact**

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

**Attachments**

- Renewal 1 The Door Company
- Addendum #1 5-16-2022
- Original Fee Schedule
- Form 1295 The Door Company

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Kerstin Hancock  
 Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

09/12/2024 08:13 AM  
 09/12/2024 08:15 AM  
 Started On: 09/10/2024 10:51 AM



Purchasing Department

### Summary Agreement for Renewal of Williamson County Contract

<b>Contract Number:</b>	22RFP32	<b>Department:</b>	Facilities Management
<b>Vendor Name:</b>	The Door Company		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Overhead Door Annual Preventative Maintenance Services			
<b>Type of Contract:</b>	RFP	<b>Start Date:</b>	10/01/2024
<b>Purchasing Contact:</b>	Cheryl Johnson	<b>End Date:</b>	09/30/2025
<b>Department Contact:</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract but with additional items added to contract. Pricing for existing items stay the same. See detailed information attached.</li> <li>PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>COMPLETED 1295 FORM; AND</li> <li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> </ul>			
Renewal Option Period 4			
Renewal Option Period 3			
Renewal Option Period 2			
Renewal Option Period 1	October 01, 2024 – September 30, 2025		
Initial Contract Period	December 21, 2021 – September 30, 2024		
<b>\\BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</b>			
Vendor <u>NJC LLC, DBA The Door Company</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Clint M. Jones</u>	Bill Gravell, Jr		
Title <u>General Manager</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>9/9/24</u>	Date _____		

**ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES  
FOR WILLIAMSON COUNTY, TEXAS**

**FY 25 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 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.

<b>Service Request</b>	<b>Hourly Rate</b>
<b>1. Regular Business Hours</b>	
a. Regular Hours	\$ 129.00
<b>2. After Regular Business Hours</b>	
a. After Regular Hours	\$ 193.50
<b>3. Weekend or County approved Holiday(s)</b>	
a. Weekends or County approved Holidays	\$ 193.50
<b>4. Emergency Response during Regular Hours</b>	
a. Regular Business Hours	\$ 139.00
<b>5. Emergency Response during After Hours</b>	
a. After Business Hours	\$ 193.50
<b>6. Emergency Response on Weekends or Approved Holidays</b>	
a. Weekend	\$ 193.50
b. Williamson County Approved Holidays	\$ 193.50

**Materials – Remedial Repairs:**

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus 9 percent. County retains right to audit all equipment invoices.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

FY25 - The Door Company - Contract # 22RFP32

Building Name	City	Bid #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width	FY25 - Annual Price Per Door	Month for Service
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	\$ 599.00	12/1/2024
EMS Training	Georgetown	1078	1	Secure Area - Rolling out	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
EMS Training	Georgetown	1078	2	Secure Area - Rolling in	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
EMS Training	Georgetown	1078	3	Secure Area	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
Florence Radio Tower	CR 970, Florence	NA	1	Road & Bridge Yard	Rolling	N/A	Electric			Metal			\$ 259.00	12/1/2024
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	\$ 389.00	12/1/2024
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	\$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	\$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	\$ 499.00	12/1/2024
Animal Shelter	Georgetown	NA	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
Animal Shelter	Georgetown	NA	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	\$ 399.00	12/1/2024
ESOC	Georgetown	1071	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
ESOC	Georgetown	1071	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Metal			\$ 259.00	12/1/2024
Lott	Georgetown	1011	1	Kitchen Roll up window									\$ 399.00	12/1/2024
Lott	Georgetown	1011	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			\$ 359.00	12/1/2024
Lott	Georgetown	1011	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			\$ 359.00	12/1/2024
508 Holly	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	\$ 499.00	12/1/2024
508 Holly - Bldg 2	Georgetown	1029	1	South Side of Building	Roll overhead on track w/chain	Inside	Electric	Lift Master	MHS5011	Metal	10	10	\$ 499.00	12/1/2024
508 Holly - Bldg 2	Georgetown	1029	2	South Side of Building	Roll overhead on track w/chain	Inside	Electric	Lift Master	MHS5011	Metal	10	10	\$ 499.00	12/1/2024
Old DPS	Georgetown	1007	1	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			\$ 259.00	12/1/2024
Old DPS	Georgetown	1007	2	Secure Parking - Back of Building	Rolling w/chain	Inside	Electric			Wooden			\$ 259.00	12/1/2024
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	\$ 599.00	12/1/2024
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	\$ 599.00	12/1/2024
Juvenile Justice Center	Georgetown	1045		Dock Leveler									\$ 599.00	12/1/2024
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	\$ 299.00	12/1/2024

EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual			Metal	8	7	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	\$ 429.00	1/1/2025
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	\$ 299.00	1/1/2025
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	\$ 399.00	1/1/2025
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	\$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	\$ 599.00	1/1/2025
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	\$ 599.00	1/1/2025
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14	\$ 399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	\$ 399.00	1/1/2025

EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	\$	399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric			Metal	12	8	\$	399.00	1/1/2025
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10	\$	299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	\$	299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	\$	299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	\$	299.00	1/1/2025
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	12	\$	299.00	1/1/2025

Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	\$	299.00	2/1/2025
Facilities Warehouse	Georgetown	1063	1	Warehouse - East	Roll up w/ chain	Inside Right	Electric	N/A	N/A	Metal w/ insulation	14	14	\$	399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	2	Warehouse - West	Roll up w/ chain	Inside Right	Electric	N/A	N/A	Metal w/ insulation	14	14	\$	399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	3	Warehouse - North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	\$	399.00	2/1/2025
Facilities Warehouse	Georgetown	1063	1	Secure Area - East	Rolling on track w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Facilities Warehouse	Georgetown	1063	2	Secure Area - Northeast	Rolling on track w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Facilities Warehouse	Georgetown	1063	3	Secure Area - Northeast	Rolling on track w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	\$	399.00	2/1/2025
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	\$	299.00	2/1/2025
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	\$	399.00	2/1/2025
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	\$	599.00	2/1/2025
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	\$	399.00	2/1/2025
Inner Loop Annex	Georgetown	1043		Dock Leveler									\$	599.00	2/1/2025
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	\$	599.00	2/1/2025
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	\$	599.00	2/1/2025
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right keypad by door exterior	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	\$	599.00	2/1/2025
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain		Electric	Lift Master		Metal	10	16	\$	599.00	2/1/2025
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	Very Old		5 Metal Horizontal Pannels	9	15	\$	599.00	2/1/2025

Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00	2/1/2025
Impound / Inspections	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	599.00	2/1/2025
Impound / Inspections	Georgetown	1079	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Impound / Inspections	Georgetown	1079	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Impound / Inspections	Georgetown	1079	3	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Impound / Inspections	Georgetown	1079	4	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	\$	599.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Wireless/Radio Shop	Georgetown	1077	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	2/1/2025
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	\$	599.00	3/1/2025
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	\$	599.00	3/1/2025
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	\$	599.00	3/1/2025
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	\$	1,099.00	3/1/2025

Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	\$	1,099.00	3/1/2025
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00	3/1/2025
Jail	Georgetown	1008	12	Dock Leveler									\$	599.00	3/1/2025

Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	499.00	3/1/2025
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$	399.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00	3/1/2025
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00	3/1/2025
Sign Shop	Georgetown	1026	1	Building J	Roll up w/ chain	Inside on Right	Manual			Metal	10	12	\$	499.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Equipment Shop	Roll up w/ chain		Manual			Metal	12	12	\$	599.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Equipment Shop	Roll up w/ chain		Manual			Metal	12	12	\$	599.00	3/1/2025
Road & Bridge	Georgetown	1026	1	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	3/1/2025
Road & Bridge	Georgetown	1026	2	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	3/1/2025
Road & Bridge	Georgetown	1026	3	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	3/1/2025
Road & Bridge	Georgetown	1026	4	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	3/1/2025
Road & Bridge	Georgetown	1026	5	Secure Areas	Rolling w/chain	Inside	Electric			Metal			\$	259.00	3/1/2025
Berry Sprints Park	Georgetown	1088	1	Maintenance Shop	Roll up w/ chain		Manual			Metal			\$	599.00	3/1/2025
Berry Sprints Park	Georgetown	1088	1	Maintenance Shop	Roll up w/ chain		Manual			Metal			\$	599.00	3/1/2025

River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	\$	499.00	4/1/2025
------------------	--------------	------	---	----------------------	------------------	--------------	--------	---------	--	-------	----	----	----	--------	----------

River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	\$	499.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	\$	599.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	\$	599.00	4/1/2025
River Ranch Barn	Liberty Hill	1087	5	Caretaker House											4/1/2025
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual			Metal	8	8	\$	499.00	4/1/2025
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	\$	499.00	4/1/2025
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	\$	299.00	4/1/2025
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson		Metal	5	8	\$	499.00	4/1/2025
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson		Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson		Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson		Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson		Metal	5	6	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	11	Splash Pad	Roll up	N/A	Manual			Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	12	Stadium	Roll up	N/A	Manual			Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	13	Stadium	Roll up	N/A	Manual			Metal	5	8	\$	599.00	4/1/2025
SW Regional Park	Leander	1072	14	Tennis Storage	Roll up	N/A	Manual			Metal	8	8	\$	599.00	4/1/2025

**\$ 74,120.00**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**COUNTY ADDENDUM  
REGARDING RFP #22RFP32**

(Overhead Door Preventative Maintenance & Related Items)

---

---

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.**

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **NJC, LLC dba The Door Co.** (hereinafter "Company") with offices located at 5840 Williams Drive Suite A, Georgetown, TX 78633 (512-863-0007). Customer agrees to engage Company as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Williamson County Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
- B. Company's Response to Solicitation #22RFP32 for Overhead Door Annual Preventative Maintenance Service(s);
- C. Company's Attachment B – Compensation and Fee(s) Schedule;
- D. Company's Attachment C – Compensation Fee(s) - Williamson County Buildings;
- E. Company's Quote #2015-3979 (dated March 1, 2022);
- F. Future quotes issued pursuant to this Agreement (subject to available funding); and
- G. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

**II.**

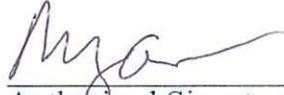
In all other respects, the Agreement remains the same and is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**NJC, LLC dba The Door Co.:**

  
Bill Gravell (May 24, 2022 12:05 CDT)  
\_\_\_\_\_  
Authorized Signature  
Date: May 24, 2022, 2022

  
\_\_\_\_\_  
Authorized Signature  
Date: 5/16/, 2022

**ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES  
FOR WILLIAMSON COUNTY, TEXAS**

**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 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.

<b>Service Request</b>	<b>Hourly Rate</b>
<b>1. Regular Business Hours</b>	
a. Regular Hours	\$ 129.00
<b>2. After Regular Business Hours</b>	
a. After Regular Hours	\$ 193.50
<b>3. Weekend or County approved Holiday(s)</b>	
a. Weekends or County approved Holidays	\$ 193.50
<b>4. Emergency Response during Regular Hours</b>	
a. Regular Business Hours	\$ 139.00
<b>5. Emergency Response during After Hours</b>	
a. After Business Hours	\$ 193.50
<b>6. Emergency Response on Weekends or Approved Holidays</b>	
a. Weekend	\$ 193.50
b. Williamson County Approved Holidays	\$ 193.50

**Materials – Remedial Repairs:**

Materials not covered under quarterly or annual services:

- Contractor shall invoice at cost plus 9 percent. County retains right to audit all equipment invoices.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**ANNUAL PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICES  
FOR WILLIAMSON COUNTY, TEXAS**

**Original FY 22 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 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.

<b>Service Request</b>	<b>Hourly Rate</b>
<b>1. Regular Business Hours</b>	
a. Regular Hours	\$ 129.00
<b>2. After Regular Business Hours</b>	
a. After Regular Hours	\$ 193.50
<b>3. Weekend or County approved Holiday(s)</b>	
a. Weekends or County approved Holidays	\$ 193.50
<b>4. Emergency Response during Regular Hours</b>	
a. Regular Business Hours	\$ 139.00
<b>5. Emergency Response during After Hours</b>	
a. After Business Hours	\$ 193.50
<b>6. Emergency Response on Weekends or Approved Holidays</b>	
a. Weekend	\$ 193.50
b. Williamson County Approved Holidays	\$ 193.50

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment C - Overhead Doors Compensation Fee  
Williamson County Buildings

Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(ft)	Width(ft)	Annual Price Per Door
Animal Shelter	Georgetown	NA	1	Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8	\$ 389.00
Animal Shelter	Georgetown	NA	2	Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10	\$ 499.00
Animal Shelter	Georgetown	NA	3	Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	\$ 499.00
Animal Shelter	Georgetown	NA	4	Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10	\$ 499.00
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual			6 Horizontal Metal Pannels	12	12	\$ 499.00
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up	Exterior	Electric			Metal 2 small windows	8	6	\$ 499.00
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 499.00
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 499.00
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 499.00
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 499.00
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 499.00
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 387.00
Central Maint Facility	Georgetown	1026	8	Smaier Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	9	Smaier Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	10	Smaier Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	11	Smaier Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	12	Smaier Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	13	Smaier Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	\$ 399.00
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	\$ 399.00
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual			Metal	4	5	\$ 399.00
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor		Metal	6	10	\$ 399.00
EMS Training	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	\$ 599.00
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	\$ 399.00
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell		Metal	6	15	\$ 399.00
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual			Metal	12	12	\$ 399.00
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	\$ 399.00
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual			Metal	15	14	\$ 399.00
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual			Metal	8	8	\$ 399.00

Attachment C - Overhead Doors Compensation Fee  
Williamson County Buildings

EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	\$	399.00	
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	\$	399.00	
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	\$	399.00	
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual		Metal	8	7	\$	399.00	
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	\$	399.00	
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	\$	399.00	
EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell	Metal	15	15	\$	429.00	
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual		Metal	5	15	\$	299.00	
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual		Metal	5	12	\$	399.00	
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell	Metal	6	15	\$	399.00	
EXPO North Pavilion	Taylor	1047	1	South Side Right	Roll up w/ chain right	Inside Right	Electric		Metal	14	14	\$	599.00	
EXPO North Pavilion	Taylor	1047	2	South Side Middle	Roll up w/ chain right	Inside Right	Electric		Metal	14	14	\$	599.00	
EXPO North Pavilion	Taylor	1047	3	South Side Left	Roll up w/ chain right	Inside Right	Electric		Metal	14	14	\$	399.00	
EXPO North Pavilion	Taylor	1047	4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric		Metal	10	10	\$	399.00	
EXPO North Pavilion	Taylor	1047	5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric		Metal	10	10	\$	399.00	
EXPO North Pavilion	Taylor	1047	6	East Interior	Roll up w/ chain right	Inside Right	Electric		Metal	12	8	\$	399.00	
EXPO North Pavilion	Taylor	1047	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric		Metal	10	10	\$	299.00	
EXPO North Pavilion	Taylor	1047	8	East Side Right	Roll up w/ chain right	Inside Right	Electric		Metal	14	12	\$	299.00	
EXPO North Pavilion	Taylor	1047	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric		Metal	14	12	\$	299.00	
EXPO North Pavilion	Taylor	1047	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric		Metal	14	12	\$	299.00	
EXPO North Pavilion	Taylor	1047	11	East Side Left	Roll up w/ chain right	Inside Right	Electric		Metal	14	12	\$	299.00	
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	\$	299.00
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	\$	299.00
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	\$	399.00
Facilities Warehouse	Georgetown	1063	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	\$	399.00
Facilities Warehouse	Georgetown	1063	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	\$	399.00
Facilities Warehouse	Georgetown	1063	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	\$	399.00
Georgetown Annex	Georgetown	1080	1	Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell	chainmail	10	17	\$	299.00	
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric		chainmail	12	10	\$	399.00	
Impound / Inspections	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00	
Impound / Inspections	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00	
Impound / Inspections	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00	
Impound / Inspections	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00	
Impound / Inspections	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson	Metal	12	10	\$	499.00	
Impound / Inspections	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson	Metal	12	10	\$	499.00	

Attachment C - Overhead Doors Compensation Fee  
Williamson County Buildings

Impound / Inspections	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00
Impound / Inspections	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00
Impound / Inspections	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00
Impound / Inspections	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00
Impound / Inspections	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	499.00
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up	Exterior	Manual			Metal	8	8	\$	299.00
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master		Metal	10	10	\$	399.00
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track	Exterior	Manual	Old		Metal insulated with 6 small windows	10	10	\$	599.00
Inner Loop Annex	Georgetown	1043	4	Elections	Roll up	Inside	Electric				10	10	\$	399.00
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	\$	599.00
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	\$	599.00
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	\$	599.00
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	\$	599.00
Jail	Georgetown	1008	5	Forest	Roll up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	\$	599.00
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	\$	1,099.00
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	\$	1,099.00
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	\$	599.00
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric			Metal	14	18	\$	599.00
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric			Metal	14	18	\$	599.00
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	\$	599.00
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	\$	599.00
Medic 11	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	\$	599.00
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master		Metal	10	16	\$	599.00
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	Very Old		5 Metal Horizontal Pannels	9	15	\$	599.00
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	\$	599.00
River Ranch Barn	Liberty Hill	1087	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	\$	499.00
River Ranch Barn	Liberty Hill	1087	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	\$	499.00
River Ranch Barn	Liberty Hill	1087	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	\$	599.00
River Ranch Barn	Liberty Hill	1087	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	\$	599.00
Road & Bridge	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00
Road & Bridge	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00
Road & Bridge	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual			Metal	12	12	\$	599.00

Attachment C - Overhead Doors Compensation Fee  
Williamson County Buildings

Road & Bridge	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	\$	599.00
Sign Shop	Georgetown	10216	1	Building J	Roll up w/ chain	Inside on Right	Manual		Metal	10	12	\$	499.00
SW Regional Park	Leander	1072	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	\$	599.00
SW Regional Park	Leander	1072	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	\$	599.00
SW Regional Park	Leander	1072	3	Maint Bldg East	Roll up	N/A	Manual		Metal	8	8	\$	499.00
SW Regional Park	Leander	1072	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual		Metal	14	12	\$	499.00
SW Regional Park	Leander	1072	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual		Metal	14	12	\$	299.00
SW Regional Park	Leander	1072	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson	Metal	5	8	\$	499.00
SW Regional Park	Leander	1072	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson	Metal	5	8	\$	599.00
SW Regional Park	Leander	1072	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson	Metal	5	8	\$	599.00
SW Regional Park	Leander	1072	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson	Metal	5	8	\$	599.00
SW Regional Park	Leander	1072	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson	Metal	5	6	\$	599.00
Wireless/Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00
Wireless/Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00
Wireless/Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00
Wireless/Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00
Wireless/Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00
Wireless/Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson	Metal	18	12	\$	599.00

3. Attachment C - Overhead Doors Compensatin and Fee  
EMS Leases

Building Name	Address	Building	Bay #	Location	Opening Process	Operator Location	Power	Opener Make	Material	Height(ft)	Width(ft)	Annual Price Per Door
EMS-2	1501 Cottonwood Creek Trail	CP FD 5		Away from Street N	Roll overhead on track w/ chain on the right	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	\$ 599.00
EMS-3	450 FM 1105	Weir FD										\$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Front Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	\$ 599.00
Medic 12	1612 Red Bud Lane	RR FD 8		Back Southern door	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master		14	14	\$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Front Southern door	Roll overhead on track w/ chain on the left	Inside Left	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	\$ 599.00
Medic 13	350 Deepwood Drive	RR FD 5		Back Southern door	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master		14	14	\$ 599.00
Medic 14	221 Sundance Parkway	RR FD 3		Front Left	Roll overhead on track w/ chain middle	Inside Left	Electric	Lift Master	6 Horizontal Metal Pannels w/ 4 glass windows	14	14	\$ 599.00
Medic 21	150 Church Street	1023 (CP FD 4)		Front Left	Roll overhead on track w/ chain on the right	by door to interior	Electric	Lift Master	glass windows (7X4)	14	14	\$ 599.00
Medic 22	1570 Cypress Creek Road	CP FD 2		Front Left	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	\$ 599.00
Medic 23	200 Bagdad Street	1037	N/A	Front	Roll overhead on track w/ chain in the middle	by door to interior	Electric	Raynor	7 horizontal metal pannels w/ small windows on the edges	12	12	\$ 499.00
Medic 24	1311 Highland Drive	CP FD 3		Closest to the building	Roll overhead on track w/ chain on the left	by door to interior	Electric	Lift Master	8 Horizontal Metal Pannels w/ 2 glass windows	16	14	\$ 599.00
Medic 25	301 Loop 332	LH FD 5		Rear of building seprate from rest	Roll overhead on track w/ chain	Near Overhead door	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 4 glass windows	13	12	\$ 499.00
Medic 26	1501 Cottonwood Creek Trail	CP FD 5		Away from Street S	Roll overhead on track w/ chain on the left	by door to interior	Electric	Overhead Door	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	\$ 599.00
Medic 31	155 CR 313	Jarrell FD	3	Back left (only use one side)	Roll overhead on track w/ chain	by door to interior	Electric	Lift Master	8 Horizontal Pannel 8 Metal 4 small glass windows	15	14	\$ 599.00
Medic 43	405 Exchange Blvd	Hutto FD 1		3rd from street North side	Roll overhead on track w/chain	by door to interior	Electric	Lift Master	7 Horizontal Pannels 5 Metal/ 2 Glass	14	14	\$ 599.00
Medic 44	150 Swindoll Lane	Hutto FD 2		East Closest to the building	2 verticle halves. Both fold to the side.	by door to interior	Electric		4 Verticle Pannels of glass with metal framing	14	12	\$ 499.00
Medic 51	16248 Great Oaks Drive	1053		Front	Roll overhead on track w/ chain on the right	Inside Right	Electric	Lift Master	7 Horizontal Pannels 4 Metal/ 3 Glass	14	12	\$ 499.00
Medic 52	2721 Sam Bass Road	RR FD 9		Building to West	Track overhead w/ chain		Electric		6 Horizontal Metal Pannels	12	12	\$ 599.00
Medic 59	450 FM1105	Weir FD										\$ 599.00
Squad 30	301 S. Patterson Avenue	Florence FD 1		Front closest bay to the building (only use one side)	Roll overhead on track w/chain	Inside Right	Electric	Lift Master	7 Horizontal Pannels 6 Metal/ 1 Glass	11	12	\$ 499.00

See if EMS-3 & Medic 59 are sharing a bay

**NOTES FORM EMS Staff**

- M44 has barn-style doors that open to the side. It is a brand new station, and unless we actively break the door, it should be covered by warrantee.
- M12, M13, and M44 all currently have drive through bays; this is subject to change at the whim of the fire chief if they need that bay for another apparatus. There is no indication that the bay will be used by an FD, so we should plan on two doors for these stations for the foreseeable future.
- M14 is going to move into a new station sometime this fall; they will likely have a drive through bay with two doors.
- If there are multiple units assigned to one station, I put the number of doors that particular unit accesses. For instance, EMS-2 and M26 are both at Cedar Park FD station 5. They have their own bay, so each of them uses 1 door.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

NJC, LLC dba The Door Company  
 Georgetown, TX United States

Certificate Number:  
 2024-1212976

Date Filed:  
 09/11/2024

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

Williamson County

Date Acknowledged:

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

22RFP32  
 Overhead Door Preventative Annual Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coco, Nathaniel	Georgetown, TX United States	X	

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

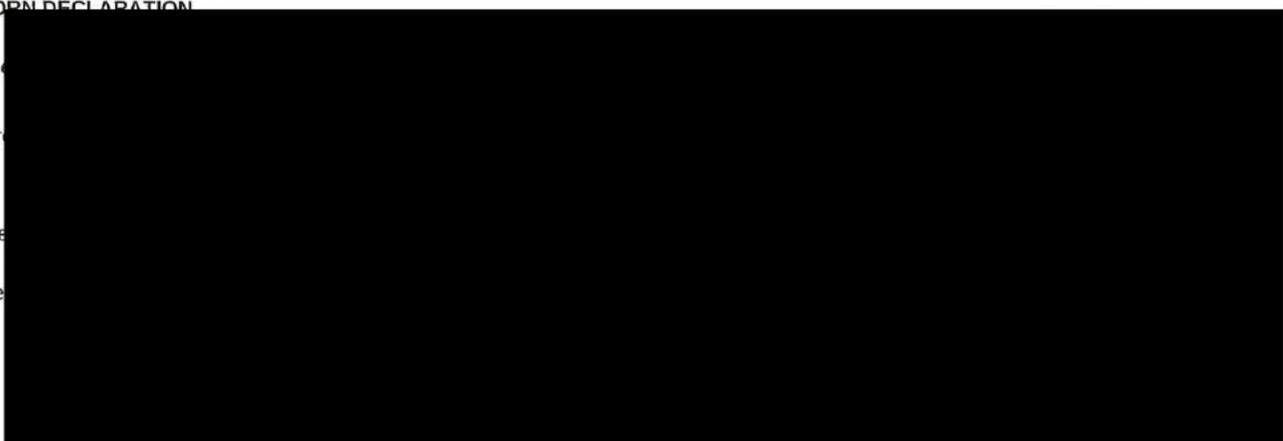
**6 UNSWORN DECLARATION**

My name

My address

I declare

Execute



(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2024-1212976

Date Filed:  
09/11/2024

Date Acknowledged:  
09/11/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
NJC, LLC dba The Door Company  
Georgetown, 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.**  
22RFP32  
Overhead Door Preventative Annual Maintenance

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

**49.**

**Meeting Date:** 09/17/2024

Approval of Emergency Service Agreement for Securitas Technology Corporation for Jail Central Control Upgrade for Facilities Management

**Submitted For:** Joy Simonton

**Submitted By:** Cheryl Johnson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving an emergency purchase for Jail Central Control Upgrade, with Securitas Technology Corporation, and exempting the purchase from the competitive bidding requirements as per Texas Local Government Code Section 262.024 (a)(2) [an item necessary to preserve or protect the public health or safety of the residents of the county] and authorizing the execution of the agreement.

**Background**

This Agreement is to replace the intercom stations (and wire) in the N Tower and upgrade the door control electronics facility wide at the county Jail. While this is exempted from competitive bidding, pricing was quoted according to Sourcewell contract 030421-SCS. Funding Source: 01-0100-0409-000777. Department point of contact is Christi Stromberg.

**Fiscal Impact**

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

**Attachments**

Securitas Agreement  
1295 form Securitas

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing (Originator)	Joy Simonton	09/12/2024 08:43 AM
County Judge Exec Asst.	Becky Pruitt	09/12/2024 10:31 AM
Purchasing (Originator)	Joy Simonton	09/12/2024 10:58 AM
County Judge Exec Asst.	Becky Pruitt	09/12/2024 12:06 PM
Form Started By: Cheryl Johnson		Started On: 08/26/2024 11:43 AM
Final Approval Date: 09/12/2024		

---

---

## WILLIAMSON COUNTY SERVICE CONTRACT

### SECURITAS TECHNOLOGY CORPORATION

---

---

**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 **SECURITAS Technology Corporation f/k/a STANLEY Convergent Security Solutions** (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 **Ten (10) 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 Three Hundred Eighty-Seven Thousand Nine Hundred Ninety-Nine Dollars and Seventy-Eight Cents (\$387,999.78).

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.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory

- b. Employer's Liability
 

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
  
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

**V.**

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

provided.

## VI.

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

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

## VII.

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

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

## VIII.

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

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

**IX.**

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

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

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVI.**

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

**XVII.**

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

**XVIII.**

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

**XIX.**

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

**XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

**XXI.**

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

Contract include the following:

- A. Service Provider Proposal, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (Sourcewell Contract #030421-SCS);
- C. Master Service Agreement for Facility Security Services ("MSA") dated February 8, 2023; and
- D. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract. Nonetheless, in the event of a conflict between the terms of this Contract and the MSA, the terms of the MSA shall and prevail.

**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:**

Securitas Technology

\_\_\_\_\_  
Name of Service Provider

DocuSigned by:

*Marc Turner*

F77028EF44AA4BD...

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

Marc Turner

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

Date: 9/11/2024 \_\_\_\_\_, 20

**Exhibit “A”  
Proposal**

Prepared For:

Williamson County Jail - N Tower Intercom and Security Upgrades

Lt. John Irvine  
Williamson County Sheriff  
306 W 4th St  
Georgetown, TX , 78626  
915-204-1434  
John.Irvine@wilco.org

Prepared By:  
Securitas Technology Corporation  
3800 Tabs Drive  
Uniontown, OH 44685  
David Beeler  
Senior Account Executive  
(317) 796-6241  
david.beeler@securitas.com

Project Site:  
Williamson County Jail  
306 W 4th St.  
Georgetown, TX, 78626  
915-204-1434

**Securitas Sourcewell Contract, #030421-SCS, Maturity Date: 04/22/2025**  
**Williamson County Sourcewell Contract #9076****SCOPE OF WORK**

We are pleased to provide this quotation to replace the intercom stations (and wire) in the N Tower and upgrade the door control electronics facility wide as lined itemed below. This will remove all proprietary control room software and replace it with a maintainable, highly featured one. This also includes and we hope it meets with your approval.

**Securitas will provide (Narrative):**

1. Remove existing intercom stations and wiring in the North Tower.
2. Replace intercom stations with detention grade, 4 wire stations
3. Install new intercom wire
4. Terminate all wiring to the existing Harding Instruments headend. We believe the headend equipment is fully functional and since this is an intercom swap out, it all should work. We have not included any repair if something is found.
5. Replace the existing Omron PLC equipment with non-proprietary Allen-Bradley in both the S. Tower and N. Tower door control cabinets.
6. Replace the existing control room security system PC computers (Qty 4) and install the latest Windows operating system and WonderWare software.
7. Program the WonderWare with Securitas Syntinel software.
8. Provide and install (Qty 4) 24" ELO multitouch monitors
9. Provide new intercom master stations next to the control room stations
10. Provide a Security Management Server PC that will function as the system data logger of "who, did what and when".
11. The existing door control panels consisting of power supplies, relays, terminals, wiring will be re-used. All the Omron PLC equipment will be replaced by new Allen-Bradley although.
12. **Record intercom calls from the officer station to the active intercom station. Approx 60 days of audio storage.**

**Securitas Software:**

Unlike the current system which has reduced functionality, Securitas Syntinel software (WonderWare) will have many features and abilities your current system doesn't have, especially when it comes to **liability reduction**. The zoom feature allows for two finger zoom and one finger sliding of the floorplan. You'll have the ability to "post-it-note" icons on the control stations for maintenance or device failures. Moreover, management can make "rules" where they can tell the system to look for certain situations and notify themselves immediately via email. For instance, if management wants to be alerted when a certain door is held open or an interlock override is being used, they would set up a rule and the system would notify them right when it happened and who was logged into the control station. The software also can allow control room officers to make journal entries for additional documentation of occurrences. The system **provides many tools for maintenance** for system troubleshooting and upkeep in addition. Our system is very feature rich and during the process of building the system there will be software meetings with the owner to tailor the programming as desired.

**Equipment & Services:**

- Qty (1 Lot)... Material and Labor as listed in this quote
- Qty (1 Lot)... Wiring
- Qty (1 Lot)... Labor
- Qty (1 Lot)... Engineering
- Qty (1 Lot)... Programming and configuration
- Qty (1 Lot)... Testing
- Qty (1 Lot)... Training while on-site



**Exclusions:**

1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
2. Repair or replacement of existing field devices or wiring that will be re-used
3. Any Pre-vailing wage (If required please let us know the rate to include)
4. Bond and bond premium
5. Any high voltage hookup of over 120VAC
6. All building permits, fees, inspections by others
7. After hours, premium labor
8. Millwork or desktop repair
9. Painting, patching & repair work
10. Lifts or ladders. We expect to use the owner's
11. We require a secure location inside the facility for tool, material storage
12. Additional UPS system(s)
13. Network switches will be re-used

**Timeline and Schedule:**

After receipt of order, we will schedule the work around availability and access to the jobsite.

# 1 Proposal Schedules:

## 1.1 Material Schedule:

### Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
ALLEN BRADLEY	1769AENTR	1	\$978.73	\$978.73
COMM COMPACT IO, ETHERNET/IP ADAPTER				
ALLEN BRADLEY	1769ECR	2	\$38.92	\$77.84
TERMINATOR RIGHT END CAP COMPACT LOGIX				
ALLEN BRADLEY	1769IQ32	4	\$444.49	\$1,777.96
ALLEN BRADLEY 32 POINT 24VDC INPUT MODUL				
ALLEN BRADLEY	1769L37ERM	1	\$4,191.92	\$4,191.92
Plc Controller				
ALLEN BRADLEY	1769OB32	4	\$545.98	\$2,183.92
AB-32PT. OUPPUT MODULE				
ALLEN BRADLEY	1769PA2	1	\$309.98	\$309.98
44W Compact Logix Power Supply				
ALLEN BRADLEY	1769PA4	1	\$714.03	\$714.03
120/240 INPUT				
Dell	OPTIPLEXSFF7020	4	\$1,562.91	\$6,251.64
PC, Corrections, Syntinel/On-Screen Vid, i5, 16GB, 256GB HD,				

Manufacturer	Part Number	Qty	Unit Price	Total Price
ELO ENTUITIVE	E351806	4	\$670.60	\$2,682.40
ELO 2402L 23.8IN LCD TOUCHSCREEN MONITOR				

Manufacturer	Part Number	Qty	Unit Price	Total Price
Securitas	A-36N30MP	2	\$160.55	\$321.10
HOFFMAN 30X36 BACK PLATE				
HOFFMAN	CP3060	2	\$459.77	\$919.54
Panel, 28.20X58.20, Size/Dims: Fits				

Manufacturer	Part Number	Qty	Unit Price	Total Price
HARDING	ICE322227000	285	\$69.98	\$19,944.30

Intercom 4Wire 2Gang 1 Vr Switch

HARDING TMM6411211 4 \$1,059.77 \$4,239.08  
TOUCHSCREEN MODULE

Travel as required by the projects \$11,941.82

Freight and Handling: \$909.09

**Labor Schedule**

Categories	Hours	Hourly Rate	Extended Sell
I.T.	360.00	185.00	\$66,600.00
Pre-Fabrication	40.00	105.00	\$4,200.00
CAD	280.00	145.00	\$40,600.00
Installation	380.00	165.00	\$62,700.00

Labor Schedule Subtotal: \$174,100.09

**Subcontracting & Cable Schedule**

Categories	Qty	Unit	Price
Install labor			\$122,767.86
Install Material			\$7,142.86
Off-List Software Licenses			\$16,285.71
Install Rental			\$5,208.57
Install Other			\$5,051.43

**Additional Cables and Locks:**

## 2 Purchase Investment Summary:

### Pricing Breakdown

Material Schedule:	\$45,640.48
Labor Schedule:	\$330,556.43
Freight, Handling and Other:	\$12,850.91
<b>Total:</b>	<b>\$387,999.78</b>

\*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

### Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: david.beeler@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

Williamson County Sheriff

Company

Trade, partnership or corporate name if different from above.

4710 Perrin Creek

306 W 4th St

San Antonio TX78217

Georgetown TX 78626

Address

Address

David Beeler, Senior Account Executive

Lt. John Irvine

Account Representative Name & Title

Name & Title

Securitas Technology Corporation Management

Authorized Signature      Date

Securitas Technology Corporation Management Signature      Date



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1204915

Date Filed:  
08/23/2024

Date Acknowledged:

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

Securitas Technology  
Uniontown, OH United States

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

Williamson County, TX

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

Sourcewell-030421-SCS  
Williamson County #202390 MSA

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

[Redacted]

6 [Redacted]

[Redacted]

[Redacted] San Antonio, TX 78217, US

[Redacted]

[Redacted]

[Redacted] Bayar, TX 23 8 24

[Redacted]

DocuSigned by:

Marc Turner

Signature of authorized agent of contracting business entity

**Commissioners Court - Regular Session**

50.

**Meeting Date:** 09/17/2024

CTTC Storm Rebuild\_P565 - Change Order #7, 8, and 9 - Time Extension Only

**Submitted For:** Dale Butler

**Submitted By:** Christy Matoska, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Receive and acknowledge approval of Change Orders No.7, 8, and 9 from The Roof Company for the Central Texas Treatment Center (CTTC) Storm Repair for time extensions only on each Change Order to complete repairs, which was approved by Williamson County Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

**Background**

The Change Orders No. 7, 8, and 9 are made to grant time extensions only to complete repairs at CTTC for The Roof Company. Williamson County Facilities Architect, Trenton Jacobs was delegated change order approval authority for this project on March 22, 2022 by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

- CTTC - CO#7 - The Roof Company
- CTTC - CO#8 - The Roof Company
- CTTC - CO#9 - The Roof Company

**Form Review**

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 10:59 AM
Facilities Management (Originator)	Christy Matoska	09/11/2024 08:30 AM
Hal Hawes	Hal Hawes	09/11/2024 10:06 AM
County Judge Exec Asst.	Becky Pruitt	09/11/2024 12:26 PM
Form Started By: Christy Matoska		Started On: 09/05/2024 10:47 AM
Final Approval Date: 09/11/2024		



### CHANGE ORDER CTTC Storm Rebuild

CHANGE ORDER NO: 07

NTP Date: 6/2/2021

DATE OF ISSUANCE: 5/20/24

Contractor: The Roof Co. Waco, LLC

Architect/ Engineer: Trenton Jacobs

**EXPLANATION:**

- 1. Time Extension

**CONTRACT CHANGE:**

- 1. Pending final electrical connection, that includes new service meter necessary for the pumps to be functional.

Original Contract Amount	\$ 1,585,000.00
Net change by previously submitted Change Orders	\$ 141,323.00
Contract sum prior to this Change Order was	\$ 1,726,323.00
Contract Sum be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,726,323.00

Percentage Increase of Change Orders over Original Contract Amount  
(Not to Exceed 25% per state law) 8.9 %

The Contract Time will be changed by thirty (30) days  
The date of Substantial Completion as of the date of this Change Order 6/19/24

**RECOMMENDED BY:**

Austin Montgomery  
Contractor's Printed Name

Austin Montgomery  
Signature

5/29/2024  
Date

**REVIEWED BY:**

Trenton Jacobs  
Architect/ Engineer Name

Trenton Jacobs  
Signature

Sep 5, 2024  
Date

**ACCEPTED BY:**

Jesus Angel Gomez  
Owner's Representative

Jesus Angel Gomez  
Signature

5/20/2024  
Date



**CHANGE ORDER**  
**CTTC Storm Rebuild**

**CHANGE ORDER NO:** 08  
**DATE OF ISSUANCE:** 6/19/24  
Contractor: The Roof Co. Waco, LLC  
Architect/ Engineer: Trenton Jacobs

NTP Date: 6/2/2021

**EXPLANATION:**

- 1. Time Extension

**CONTRACT CHANGE:**

- 1. Pending final electrical connection, that includes new service meter necessary for the pumps to be functional.

Original Contract Amount	\$ 1,585,000.00
Net change by previously submitted Change Orders	\$ 141,323.00
Contract sum prior to this Change Order was	\$ 1,726,323.00
Contract Sum be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,726,323.00

Percentage Increase of Change Orders over Original Contract Amount  
(Not to Exceed 25% per state law) 8.9 %

The Contract Time will be changed by thirty (30) days  
The date of Substantial Completion as of the date of this Change Order 7/31/24

**RECOMMENDED BY:**

Austin Montgomery [Signature] 6/20/24  
Contractor's Printed Name Signature Date

**REVIEWED BY:**

Trenton Jacobs [Signature] Sep 5, 2024  
Architect/ Engineer Name Signature Date

7/29/2024  
CTTC Storm Rebuild



**ACCEPTED BY:**

Angel Gomez  
Owner's Representative

  
Signature

Sep 5, 2024  
Date



### CHANGE ORDER CTTC Storm Rebuild

CHANGE ORDER NO: 09

NTP Date: 6/2/2021

DATE OF ISSUANCE: 8/1/24

Contractor: The Roof Co. Waco, LLC

Architect/ Engineer: Trenton Jacobs

**EXPLANATION:**

- 1. Time Extension

**CONTRACT CHANGE:**

- 1. Awaiting sub-contractor to finish electrical work.

Original Contract Amount	\$ 1,585,000.00
Net change by previously submitted Change Orders	\$ 141,323.00
Contract sum prior to this Change Order was	\$ 1,726,323.00
Contract Sum be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 1,726,323.00

Percentage Increase of Change Orders over Original Contract Amount  
(Not to Exceed 25% per state law) 8.9 %

The Contract Time will be changed by thirty (30) days  
The date of Substantial Completion as of the date of this Change Order 9/31/24

**RECOMMENDED BY:**

Austin Montgomery  
Contractor's Printed Name

Austin Montgomery  
Austin Montgomery (Sep 3, 2024 08:56 CDT)  
Signature

Sep 3, 2024  
Date

**REVIEWED BY:**

Trenton Jacobs  
Architect/ Engineer Name

Trenton Jacobs  
Signature

Sep 5, 2024  
Date



**ACCEPTED BY:**  
**Angel Gomez**

Owner's Representative

  
Angel Gomez (Sep 5, 2024 08:00 CDT)

Signature

Sep 5, 2024

Date

**Commissioners Court - Regular Session**

51.

**Meeting Date:** 09/17/2024

CJC - North Roof Replacement - Reliance Architecture, LLC. - Supplemental Agreement #1

**Submitted For:** Dale Butler

**Submitted By:** Christy Matoska, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and Reliance Architecture, LLC, being dated December 20th, 2022, relating to the Justice Center North Roof Replacement.

**Background**

This Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services is made to compensate the firm for the additional services of assessing conditions and updating construction documents for replacement of 24,000 sf North section of roof pertaining to the Justice Center.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

CJC North Roof Replacement (P615)

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

09/11/2024 10:06 AM

09/11/2024 12:08 PM

Started On: 09/11/2024 08:52 AM



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

**PROJECT:** CJC – North Roof Replacement (“Project”)

**ARCHITECT/  
ENGINEER:** Reliance Architecture, LLC. (“A/E”)  
Antonio Naylor, AIA, ALEP, Principal Architect  
12 Chisolm Trail, Suite 200  
Round Rock, TX 78681

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

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

**RECITALS**

**WHEREAS**, County and A/E previously executed Agreement for Design and Engineering Services being dated effective July 25, 2023 (“Agreement”);

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

**WHEREAS**, County now wishes to **assess conditions and update construction documents for replacement of 24,000 sf North section of roof at the Justice Center**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

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

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

## **SUPPLEMENTAL AGREEMENT**

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

### **ARTICLE 1 SCOPE OF ADDITIONAL SERVICES**

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

Assess current conditions and defective work performed by the original construction contractor and update the construction documents as necessary for the repair and replacement of 24,000 sf of the North section of roof at Criminal Justice Center, 405 MLK, Georgetown, Texas.

### **ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES**

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Eleven Thousand Five Hundred Dollars ( \$11,500. )**. The Additional Services compensation is comprised of the following lump sum amounts:

Architectural Services: \$4,000  
Roof Consultant Services - Jim Whitten: \$7,500.

### **ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES**

A/E hereby agrees to provide the Additional Services by or before July 2<sup>nd</sup>, 2025.

### **ARTICLE 4 TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT**

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

**IN WITNESS WHEREOF**, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE

COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**  
Reliance Architecture, LLC.

**COUNTY:**  
Williamson County, Texas

By:  \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Antonio Naylor  
\_\_\_\_\_  
Printed Name

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

President/Principal Architect  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date Signed: 09/10/2024  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

# EXHIBIT D

## Williamson County

### Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

#### **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Non-reimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS**

<b>DIVISION</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
<b>GENERAL</b>		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
<b>STRUCTURAL</b>		
	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
<b>MECHANICAL</b>		
	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
<b>ELECTRICAL</b>		
	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
<b>PLUMBING</b>		
	LAYOUT	No plumbing 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**

<b>FIRE PROTECTION</b>		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non proprietary 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 manufacturer.
		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
<b>ACCESS CONTROL</b>		
	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)
<b>IT</b>		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
<b>INTERIORS</b>		
	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.
<b>ROOFS</b>		
	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)
<b>MAINTENANCE</b>		
	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
<b>LANDSCAPING</b>		
	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.
<b>WAREHOUSE / GARAGE / SHOPS</b>		
	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.

**Commissioners Court - Regular Session**

**52.**

**Meeting Date:** 09/17/2024

Jail North Roof Replacement - Reliance Architecture, LLC. - Supplemental Agreement #2

**Submitted For:** Dale Butler

**Submitted By:** Christy Matoska, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and Reliance Architecture, LLC. being dated December 20th, 2022, relating to the Jail North Roof Replacement.

**Background**

This Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services is made to compensate the firm for the additional services of assessing scope and providing construction documents for site improvements pertaining to the Jail North Roof Replacement.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Jail North Roof Replace\_SA2

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

09/11/2024 11:24 AM

09/11/2024 12:09 PM

Started On: 09/11/2024 09:28 AM



**SUPPLEMENTAL AGREEMENT NO. 2  
TO  
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

**PROJECT:** Jail North Roof Replacement ("Project")

**ARCHITECT/  
ENGINEER:** Reliance Architecture, LLC ("A/E")  
Antonio Naylor, AIA, ALEP; Principal Architect  
12 Chisolm Trail, Suite 200  
Round Rock, TX 78681

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

**THIS SUPPLEMENTAL AGREEMENT NO. 2 to Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

**RECITALS**

**WHEREAS**, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **12/20/2022** ("Agreement");

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

**WHEREAS**, County now wishes to **assess scope and provide construction documents for site improvements**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

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

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

## SUPPLEMENTAL AGREEMENT

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

### ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Define all elements and design features, establish budget and schedules, and provide documents for construction with the following deliverables.

Schematic Design:

- Project Budgets
- Project Schedule
- Floor Plans for approval

Design Development:

- Updated Project Budgets
- Updated Project Schedule
- Updated Floor Plans for approval
- Interior Elevations
- Reflected Ceiling Plans
- Outline Specifications

Construction Documents:

- Updated Project Budgets
- Updated Project Schedule
- Bid Set Drawings
- Project Manual w/ Specifications

### ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twelve Thousand Dollars (\$ 12,000.)**.

### ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **3/31/2025**.

**ARTICLE 4**  
**TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT**

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

**IN WITNESS WHEREOF**, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**  
Reliance Architecture, LLC

**COUNTY:**  
Williamson County, Texas

By:  \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Antonio Naylor  
\_\_\_\_\_  
Printed Name

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

President/Principal Architect  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date Signed: 9/11/2024  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

# **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.

**WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS**

<b>DIVISION</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
<b>GENERAL</b>		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
<b>STRUCTURAL</b>		
	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
<b>MECHANICAL</b>		
	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
<b>ELECTRICAL</b>		
	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
<b>PLUMBING</b>		
	LAYOUT	No plumbing 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**

<b>FIRE PROTECTION</b>		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non proprietary 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 manufacturer.
		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
<b>ACCESS CONTROL</b>		
	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)
<b>IT</b>		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
<b>INTERIORS</b>		
	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.
<b>ROOFS</b>		
	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)
<b>MAINTENANCE</b>		
	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
<b>LANDSCAPING</b>		
	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.
<b>WAREHOUSE / GARAGE / SHOPS</b>		
	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.

**Commissioners Court - Regular Session**

**53.**

**Meeting Date:** 09/17/2024

Processing Room Ventilation - Aggieland Construction - Change Order #1

**Submitted For:** Dale Butler

**Submitted By:** Christy Matoska, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Receive and acknowledge approval of Change Order No. 1 from Aggieland Construction for the Processing Room Ventilation Project in the amount of \$1,200, which was approved by Williamson County Facilities Project Manager, Thomas Crockett pursuant to the Commissioners Court’s prior delegation of change order approval authority pursuant to Loc. Gov’t Code Sec. 262.031.

**Background**

This change order is to add a dedicated electrical circuit for new vent hood. Williamson County Facilities Project Manager, Thomas Crockett was delegated change order approval authority for this project on January 23rd, 2024 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov’t Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Processing Room Ventilation\_Aggieland\_CO1

**Form Review**

**Inbox**

Hal Hawes  
County Judge Exec Asst.  
Form Started By: Christy Matoska  
Final Approval Date: 09/11/2024

**Reviewed By**

Hal Hawes  
Becky Pruitt

**Date**

09/11/2024 11:35 AM  
09/11/2024 12:33 PM  
Started On: 09/11/2024 10:58 AM



### CHANGE ORDER Processing Room Ventilation

CHANGE ORDER NO: 01

NTP Date: 06.06.24

DATE OF ISSUANCE: September 10, 2024

Contractor: Aggieland Construction

Architect/ Engineer: Williamson County

**EXPLANATION:**

- **Dedicated Electrical Circuit for New Fume Hood**

**CONTRACT CHANGE:**

- **Dedicated Electrical Circuit for New Fume Hood**

Original Contract Amount	\$ 55,390.00
Net change by previously submitted Change Orders	\$ 0.00
Contract sum prior to this Change Order was	\$ 55,390.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	\$ 1,200.00
..... The new Contract Sum including this Change Order will be	\$ 56,590.00
.....	

Percentage Increase of Change Orders over Original Contract Amount  
 (Not to Exceed 25% per state law) ..... 2.17 %

The Contract Time will be changed by ..... 0 days  
 The date of Substantial Completion as of the date of this Change Order ..... October 1, 2024

**RECOMMENDED BY:**

Kyle Maas  
Contractor's Printed Name

Signature

September 10, 2024  
Date

**REVIEWED BY:**

N/A  
Architect/ Engineer Name

N/A  
Signature

N/A  
Date



**ACCEPTED BY:**  
Thomas Crockett

---

Owner's Representative

*Thomas Crockett*

---

Signature

Sep 11, 2024

---

Date

**Commissioners Court - Regular Session**

**54.**

**Meeting Date:** 09/17/2024

Receive the September 2024 Construction Summary Report and PowerPoint Presentation

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Receive the September 2024 Construction Summary Report and PowerPoint Presentation

**Background**

---

**Fiscal Impact**

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

**Attachments**

September 2024 PowerPoint Presentation

September 2024 Construction Summary Report

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:46 AM

Started On: 09/12/2024 10:42 AM

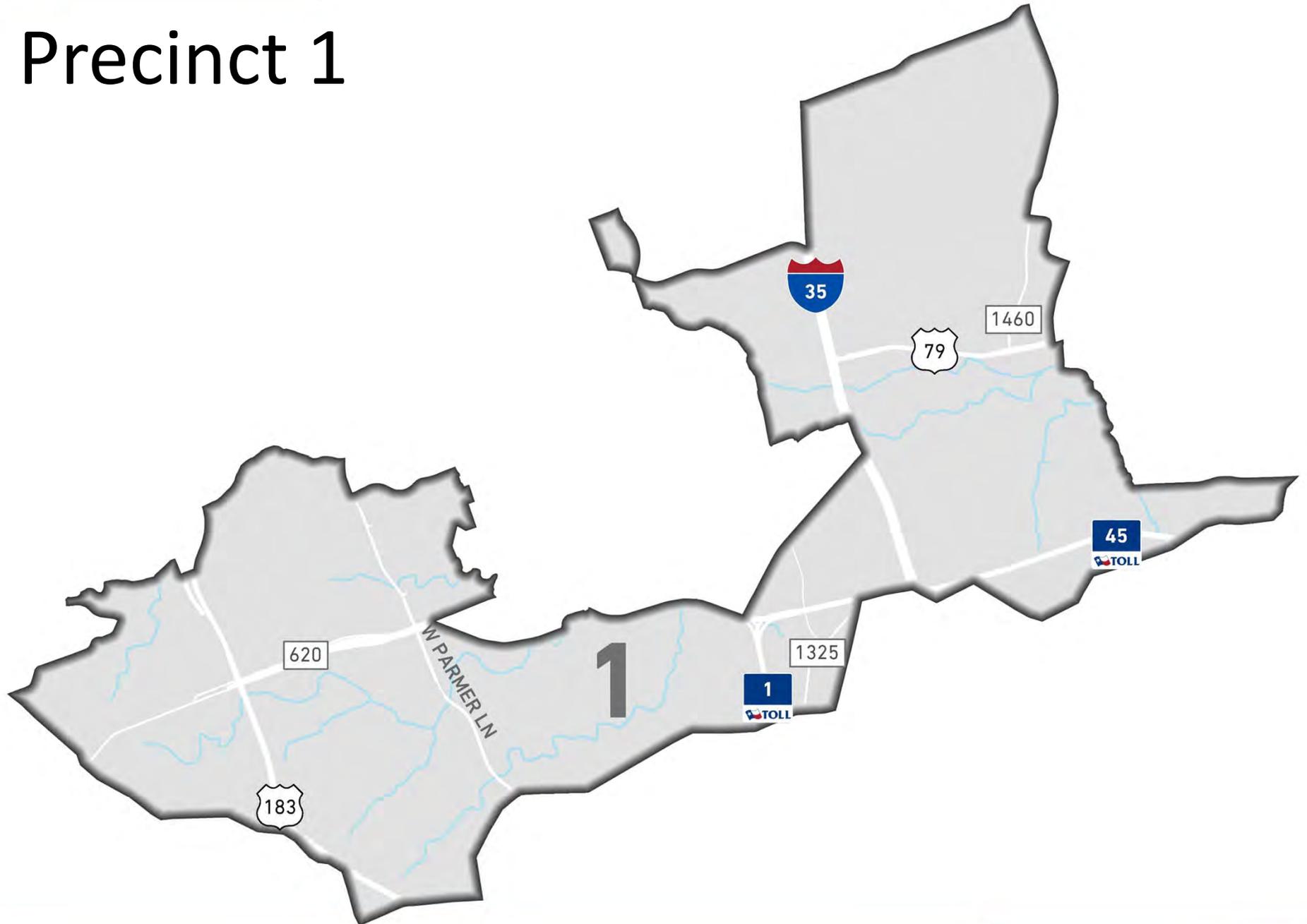
Williamson County  
Commissioners Court

---

Road Bond Program  
September 17, 2024

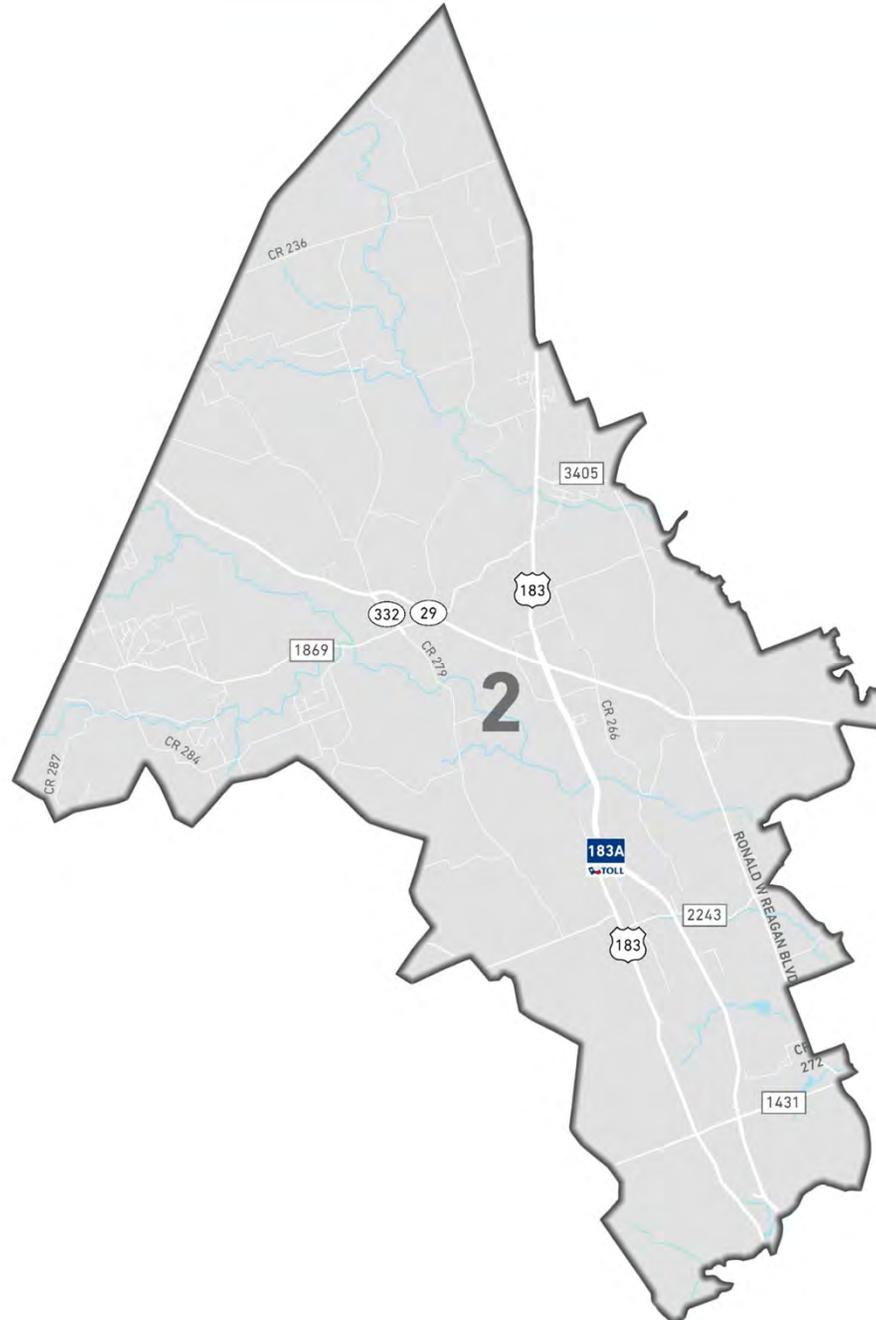


# Precinct 1



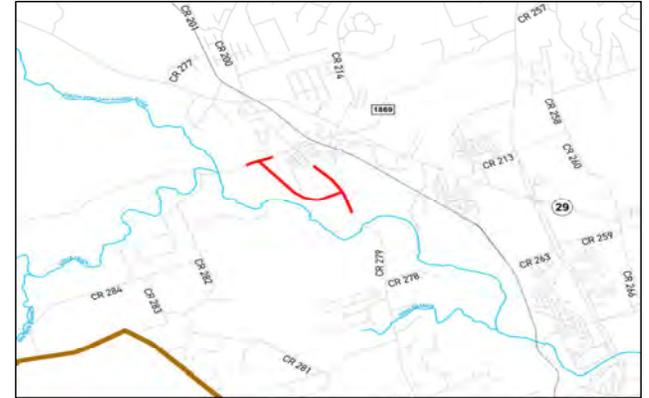
Projects under planning and design, no active construction projects.

# Precinct 2



# Liberty Hill (SH 29) Bypass

Anticipated Completion  
Late 2025



Original Contract Price = \$14,149,449.00

Total Change Orders to Date = \$280,462.00

Adjusted Contract Price = \$ 14,429,911.00

Expenditures to Date = \$6,335,094.79 (44%)

# Liberty Hill (SH 29) Bypass



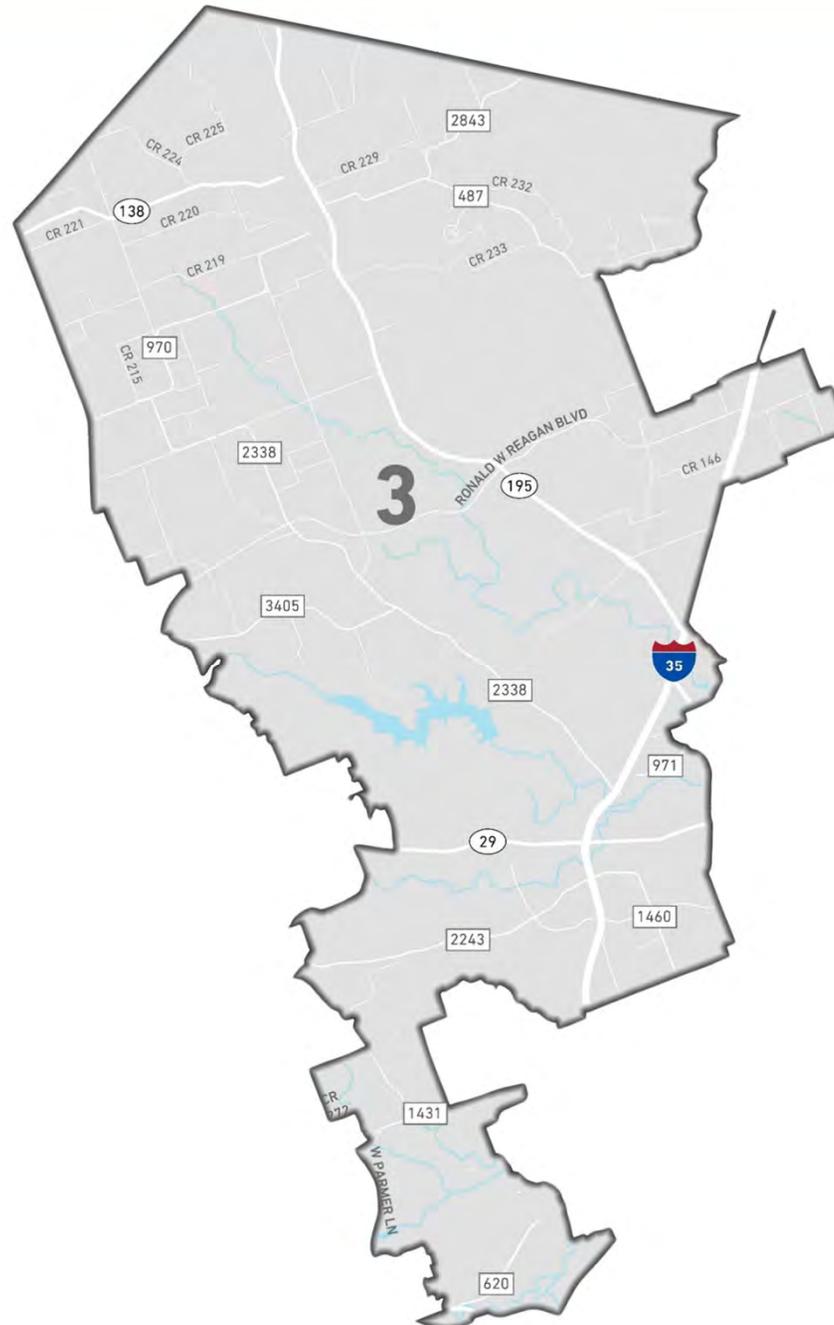
# Liberty Hill (SH 29) Bypass



# Liberty Hill (SH 29) Bypass



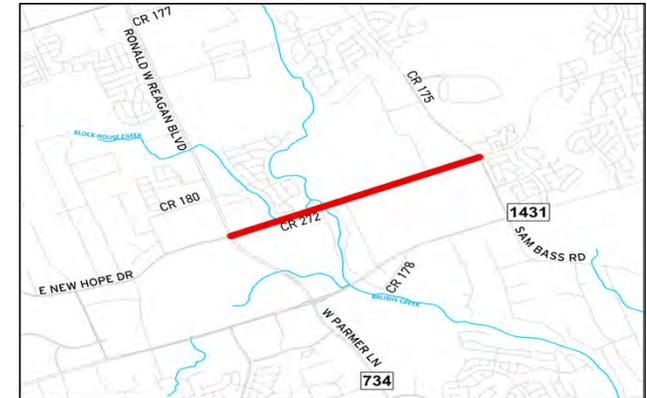
# Precinct 3



# New Hope Drive Phase 2A

Anticipated Completion

Fall 2024



Partnership with the City of Cedar Park

Original Contract Amount = \$22,619,961.16

Construction is managed by the City of Cedar Park

# New Hope Drive Phase 2A



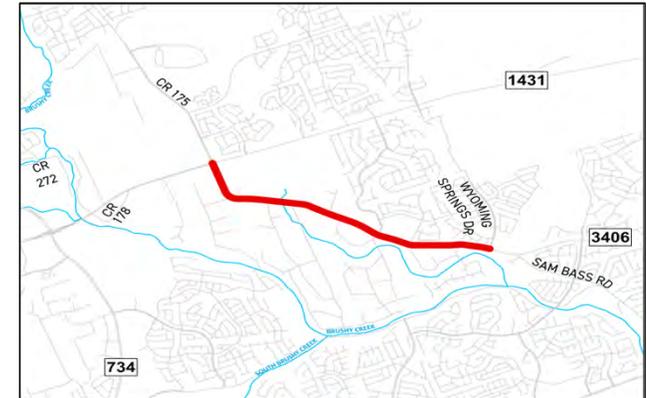
# New Hope Drive Phase 2A



# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = \$36,145,959.00

Total Change Orders to Date = -\$2,388,828.12

Adjusted Contract Price = \$33,757,130.88

Expenditures to Date = \$12,911,002.72 (38%)

# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



# Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)





# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion  
Fall 2024



Partnership with the City of Round Rock

Original Contract Amount = \$23,409,120.97

Construction is managed by the City of Round Rock

# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

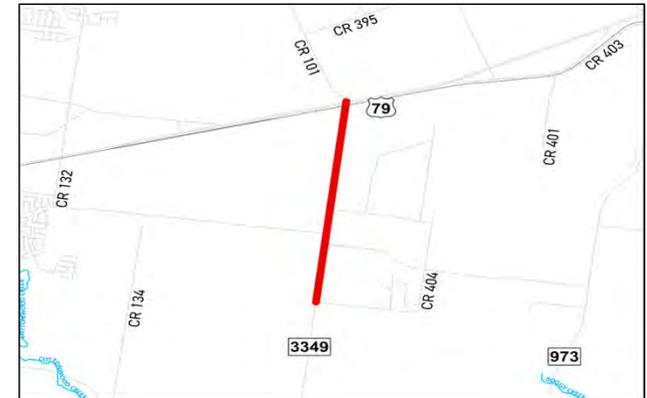


# Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion  
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$2,162,933.94

Adjusted Contract Price = \$84,103,972.07

Expenditures to Date = \$54,317,835.15 (65%)

# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

Substantially Complete

August 2024



Original Contract Amount = \$17,694,262.46

Total Change Orders = \$164,628.93

Adjusted Contract Price = \$17,858,891.39

Expenditures to Date = \$15,378,050.86 (86%)

# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)



# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)

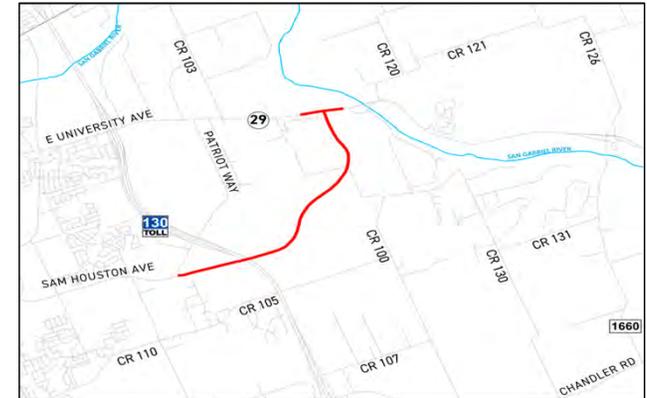


# CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)



# Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion  
Summer 2026



Original Contract Amount = \$30,540,848.03

Total Change Orders = \$15,769.50

Adjusted Contract Price = \$30,556,617.53

Expenditures to Date = \$22,696,264.12 (74%)

# Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



# Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



# Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)



# CR 332 Realignment (South of FM 487 to North of CR 313)

Substantially Complete  
July 2024



Original Contract Amount = \$2,545,345.00

Total Change Orders = \$17,175.00

Adjusted Contract Price = \$ 2,562,520.00

Expenditures to Date = \$2,423,503.20 (95%)

# CR 332 Realignment (South of FM 487 to North of CR 313)



# CR 332 Realignment (South of FM 487 to North of CR 313)



# CR 129

(South of Brushy Creek to North of South County Line)

Anticipated Completion

Late 2024



Original Contract Amount = \$2,463,313.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 2,463,313.00

Expenditures to Date = \$1,179,194.40 (48%)

# CR 129

(South of Brushy Creek to North of South County Line)



# CR 129

(South of Brushy Creek to North of South County Line)



# CR 129

(South of Brushy Creek to North of South County Line)



# Bud Stockton Extension (Traffic Signal at FM 487)

Anticipated Completion

Fall 2024



Original Contract Amount = \$553,983.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 553,983.00

Expenditures to Date = \$0.00 (0%)

# Bud Stockton Extension (Traffic Signal at FM 487)



# Bud Stockton Extension (Traffic Signal at FM 487)





# ROAD BOND PROGRAM

## Construction Summary Report

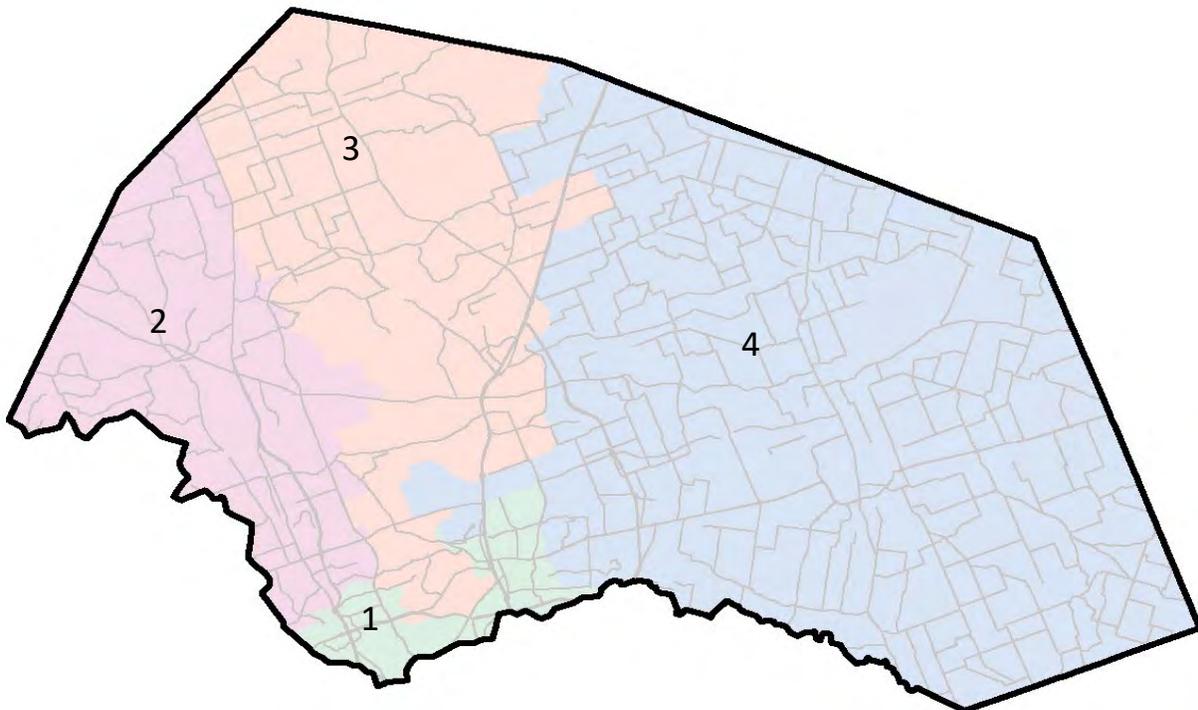
County Judge  
Bill Gravell, Jr.

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Russ Boles

# August 2024

[WWW.WILCOTX.GOV](http://WWW.WILCOTX.GOV)

Volume XXIX - Issue No.8



Presented By:



# Table of Contents



Completed Projects ..... 1

PRECINCT No. 1 – Commissioner Terry Cook..... 5

PRECINCT No. 2 – Commissioner Cynthia Long ..... 9

CR 258 Extension (US 183 to Sunset Ridge Drive)..... 13

Liberty Hill (SH 29) Bypass (RM 1869 to CR 279).....14

Ronald Reagan Boulevard Widening.....16

PRECINCT No. 3 – Commissioner Valerie Covey ..... 17

CR 111 Westinghouse Road ..... 21

CR 245 Reconstruction ..... 23

Corridor H/Sam Bass Road ..... 24

PRECINCT No. 4 – Commissioner Russ Boles..... 26

East Wilco Highway (Southeast Loop Segment 1, Phase 1) .....30

CR 401 Reconstruction..... 31

Samsung Highway (Future County Road) (CR 404 to FM 973)..... 33

East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404))..... 34

CR 366 (Chandler Road to Carlos G. Parker Boulevard)..... 38

Bud Stockton Extension (CR 305 to FM 487)..... 40

CR 307 and CR 305 (CR 307 North of CR 305)..... 41

Corridor C / SH 29 Bypass ..... 42

CR 129 (South of Brushy Creek to North of South County Line).....44

CR 332 Realignment (South of FM 487 to North of CR 313).....46

CR 138 Right Turn Lane at SH 30.....47

Bud Stockton at FM 487 Traffic Signal .....48

# WILLIAMSON COUNTY

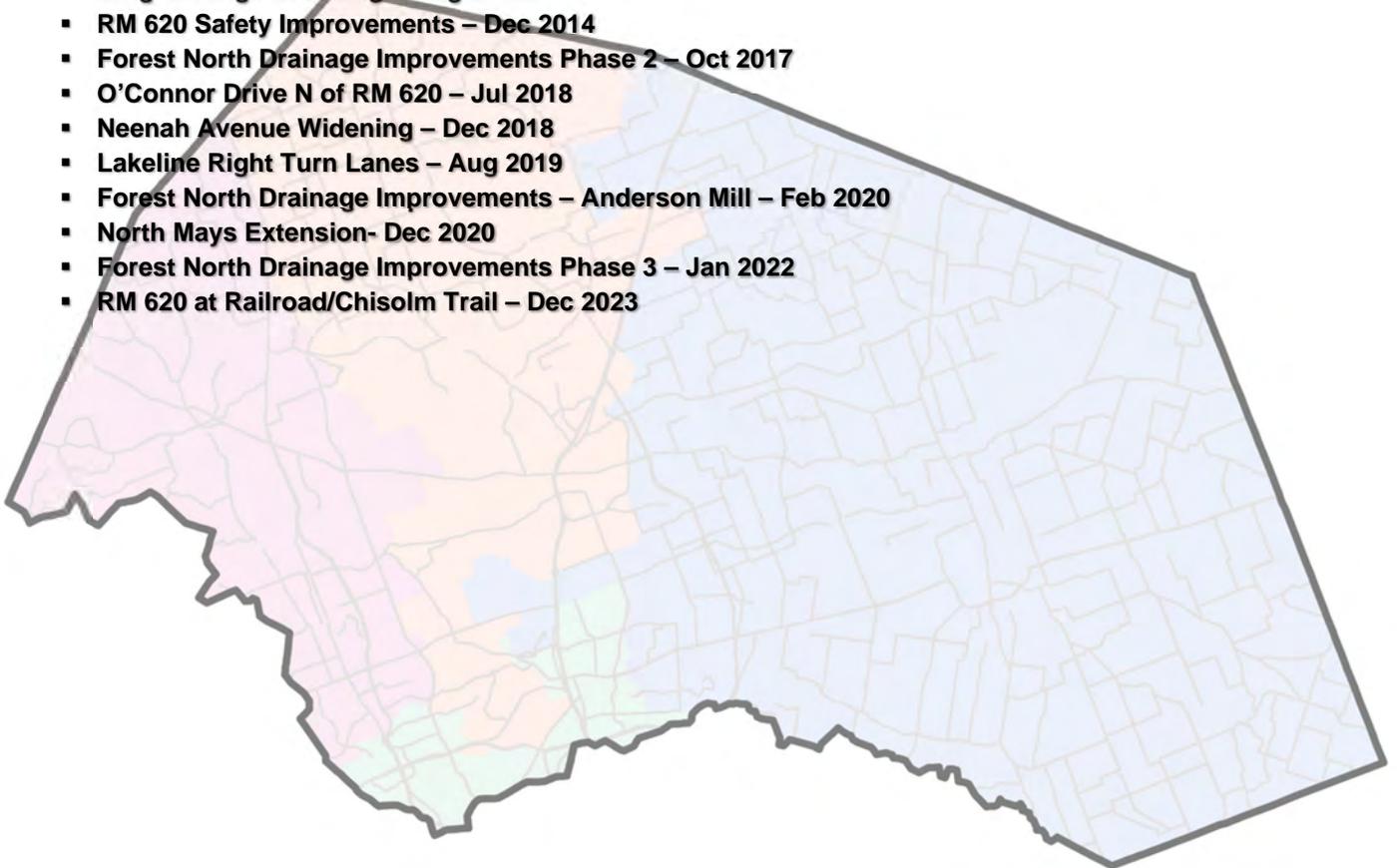
## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2024

#### Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Forest North Drainage Improvements Phase 2 – Oct 2017
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Lakeline Right Turn Lanes – Aug 2019
- Forest North Drainage Improvements – Anderson Mill – Feb 2020
- North Mays Extension- Dec 2020
- Forest North Drainage Improvements Phase 3 – Jan 2022
- RM 620 at Railroad/Chisolm Trail – Dec 2023



# WILLIAMSON COUNTY

## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2024

#### Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021
- Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022
- CR 200 (CMTA Railroad to CR 201) – Oct 2022
- Ronald Reagan Safety Improvements – July 2023
- CR 258 Extension – Dec 2023

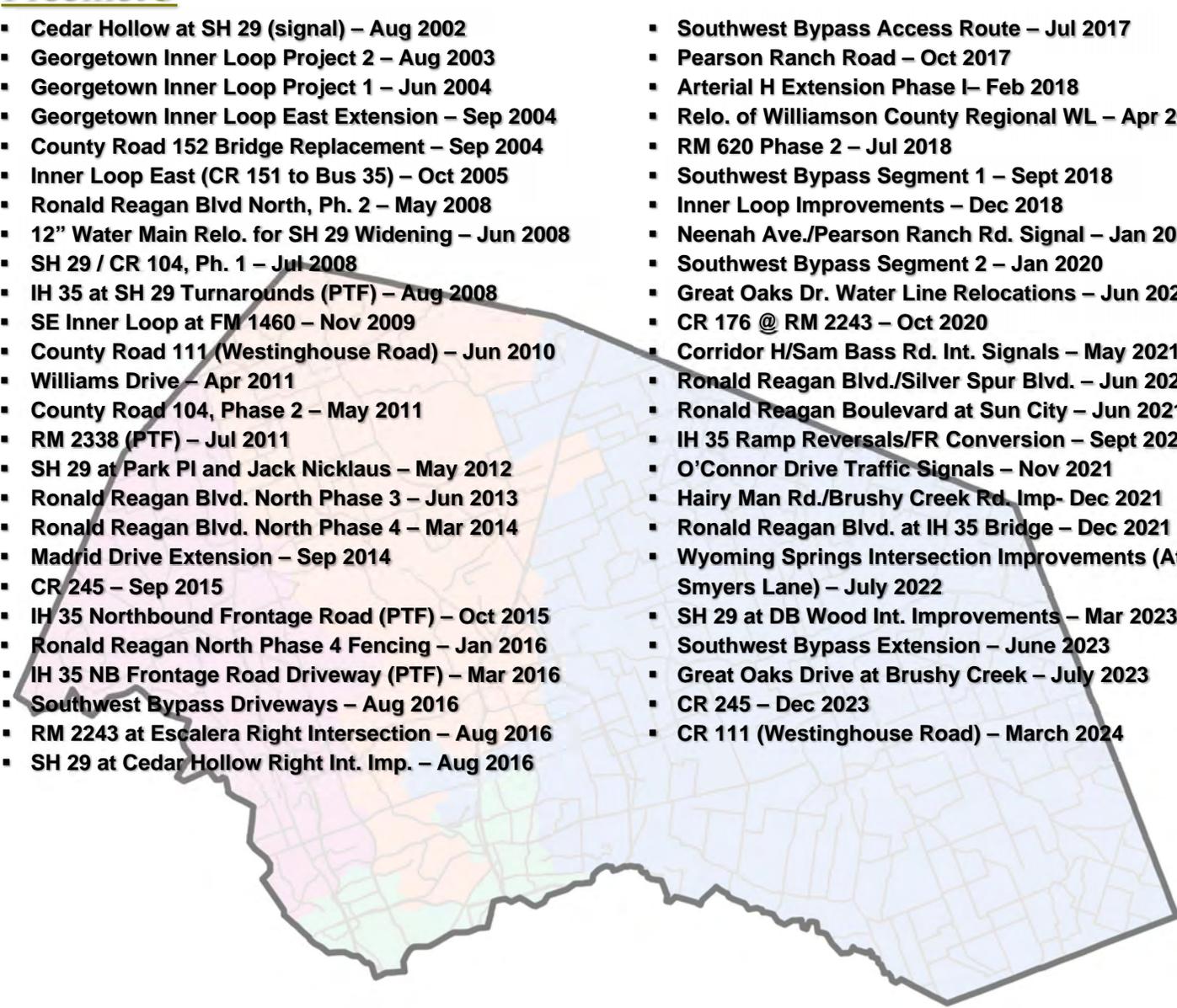
# WILLIAMSON COUNTY

## ROAD BOND PROGRAM

### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2024

#### Precinct 3

- 
- Cedar Hollow at SH 29 (signal) – Aug 2002
  - Georgetown Inner Loop Project 2 – Aug 2003
  - Georgetown Inner Loop Project 1 – Jun 2004
  - Georgetown Inner Loop East Extension – Sep 2004
  - County Road 152 Bridge Replacement – Sep 2004
  - Inner Loop East (CR 151 to Bus 35) – Oct 2005
  - Ronald Reagan Blvd North, Ph. 2 – May 2008
  - 12” Water Main Relo. for SH 29 Widening – Jun 2008
  - SH 29 / CR 104, Ph. 1 – Jul 2008
  - IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
  - SE Inner Loop at FM 1460 – Nov 2009
  - County Road 111 (Westinghouse Road) – Jun 2010
  - Williams Drive – Apr 2011
  - County Road 104, Phase 2 – May 2011
  - RM 2338 (PTF) – Jul 2011
  - SH 29 at Park Pl and Jack Nicklaus – May 2012
  - Ronald Reagan Blvd. North Phase 3 – Jun 2013
  - Ronald Reagan Blvd. North Phase 4 – Mar 2014
  - Madrid Drive Extension – Sep 2014
  - CR 245 – Sep 2015
  - IH 35 Northbound Frontage Road (PTF) – Oct 2015
  - Ronald Reagan North Phase 4 Fencing – Jan 2016
  - IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
  - Southwest Bypass Driveways – Aug 2016
  - RM 2243 at Escalera Right Intersection – Aug 2016
  - SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
  - Southwest Bypass Access Route – Jul 2017
  - Pearson Ranch Road – Oct 2017
  - Arterial H Extension Phase I – Feb 2018
  - Relo. of Williamson County Regional WL – Apr 2018
  - RM 620 Phase 2 – Jul 2018
  - Southwest Bypass Segment 1 – Sept 2018
  - Inner Loop Improvements – Dec 2018
  - Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
  - Southwest Bypass Segment 2 – Jan 2020
  - Great Oaks Dr. Water Line Relocations – Jun 2020
  - CR 176 @ RM 2243 – Oct 2020
  - Corridor H/Sam Bass Rd. Int. Signals – May 2021
  - Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
  - Ronald Reagan Boulevard at Sun City – Jun 2021
  - IH 35 Ramp Reversals/FR Conversion – Sept 2021
  - O’Connor Drive Traffic Signals – Nov 2021
  - Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
  - Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
  - Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
  - SH 29 at DB Wood Int. Improvements – Mar 2023
  - Southwest Bypass Extension – June 2023
  - Great Oaks Drive at Brushy Creek – July 2023
  - CR 245 – Dec 2023
  - CR 111 (Westinghouse Road) – March 2024

# WILLIAMSON COUNTY

## ROAD BOND PROGRAM

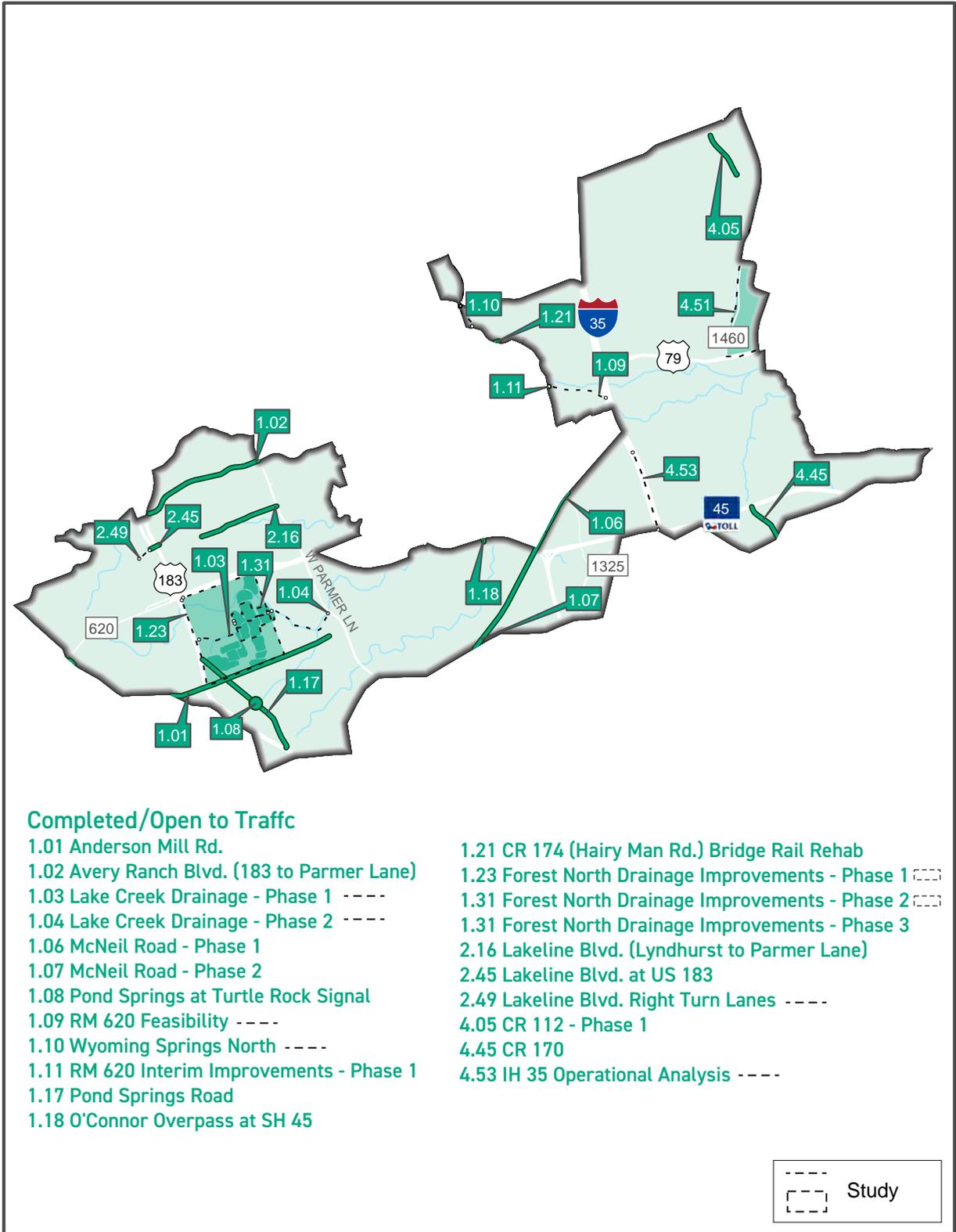
### COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2024

#### Precinct 4

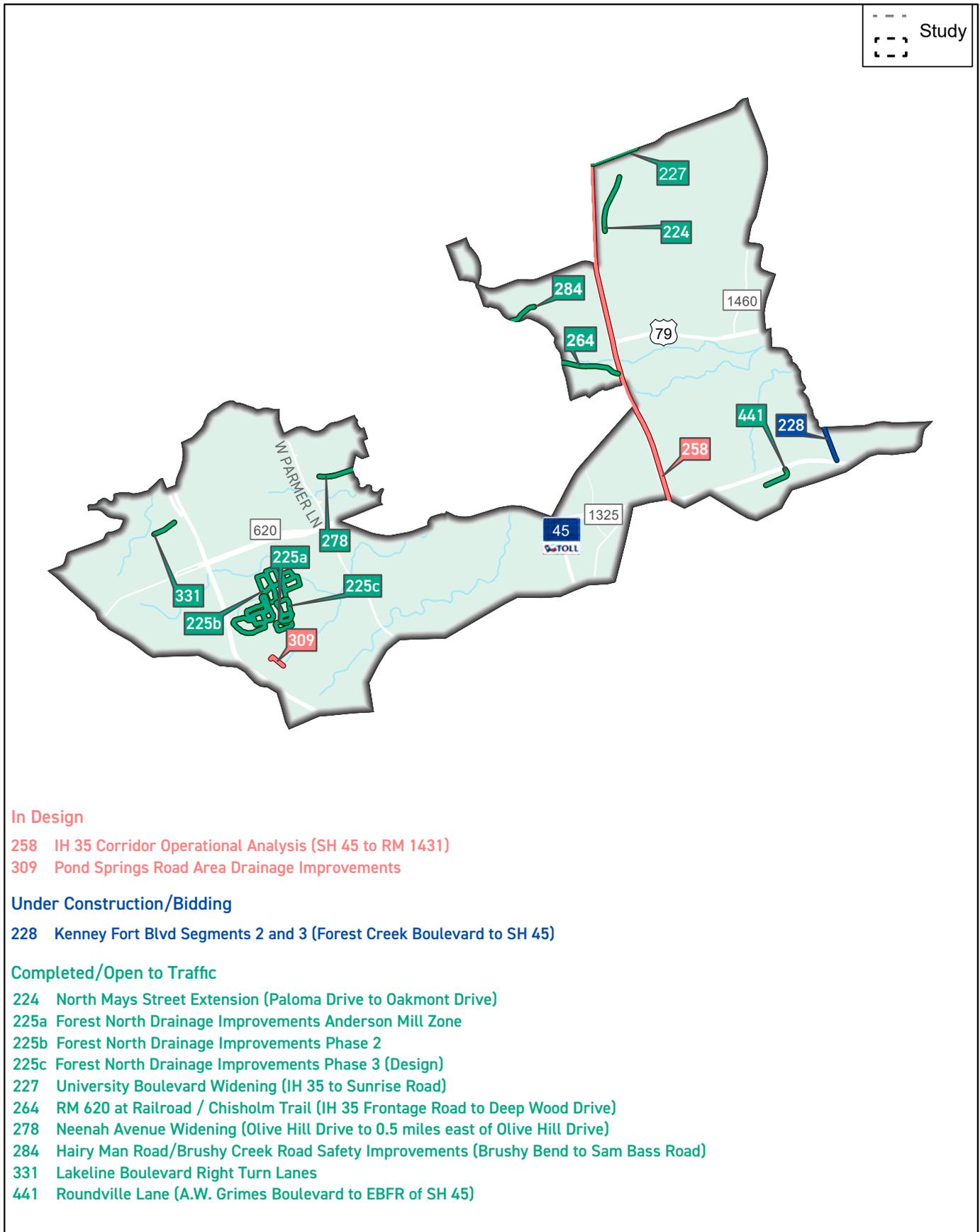
- Bridge RPLs (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge RPL – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Imp. – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Imp. – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi-Site Traffic Signals – Jun 2016
- Bill Pickett Trail– Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019
- County Road 110 Middle – Oct 2020
- CR Paving (401, 402 & 404) – Nov 2021
- Thrall Project (S. Bounds Street) – Jan 2022
- Bartlett Project (Cotrell Street) – Feb 2022
- County Road 101 – Feb 2022
- Davilla Street Culvert Re – June 2022
- Coupland Project – June 2022
- CR 404 Hutto Water Line – Sept 2022
- University Boulevard Widening – Apr 2023
- University Boulevard (Chandler Road) Expansion – May 2023
- CR 401 Reconstruction – July 2023
- CR 404 and FM 973 Improvements – July 2023
- Bud Stockton Extension – Aug 2023
- East Wilco Hwy (SE Loop Seg 1) – Aug 2023
- Samsung Hwy (Future County Rd) – Aug 2023
- Samsung Hwy (CR 404 Realign.) – Oct 2023
- CR 307 Reconstruction – Feb 2024
- CR 138 Right Turn Lane at SH 130 – May 2024
- CR 332 Realignment – July 2024
- CR 366 – August 2024

## 2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



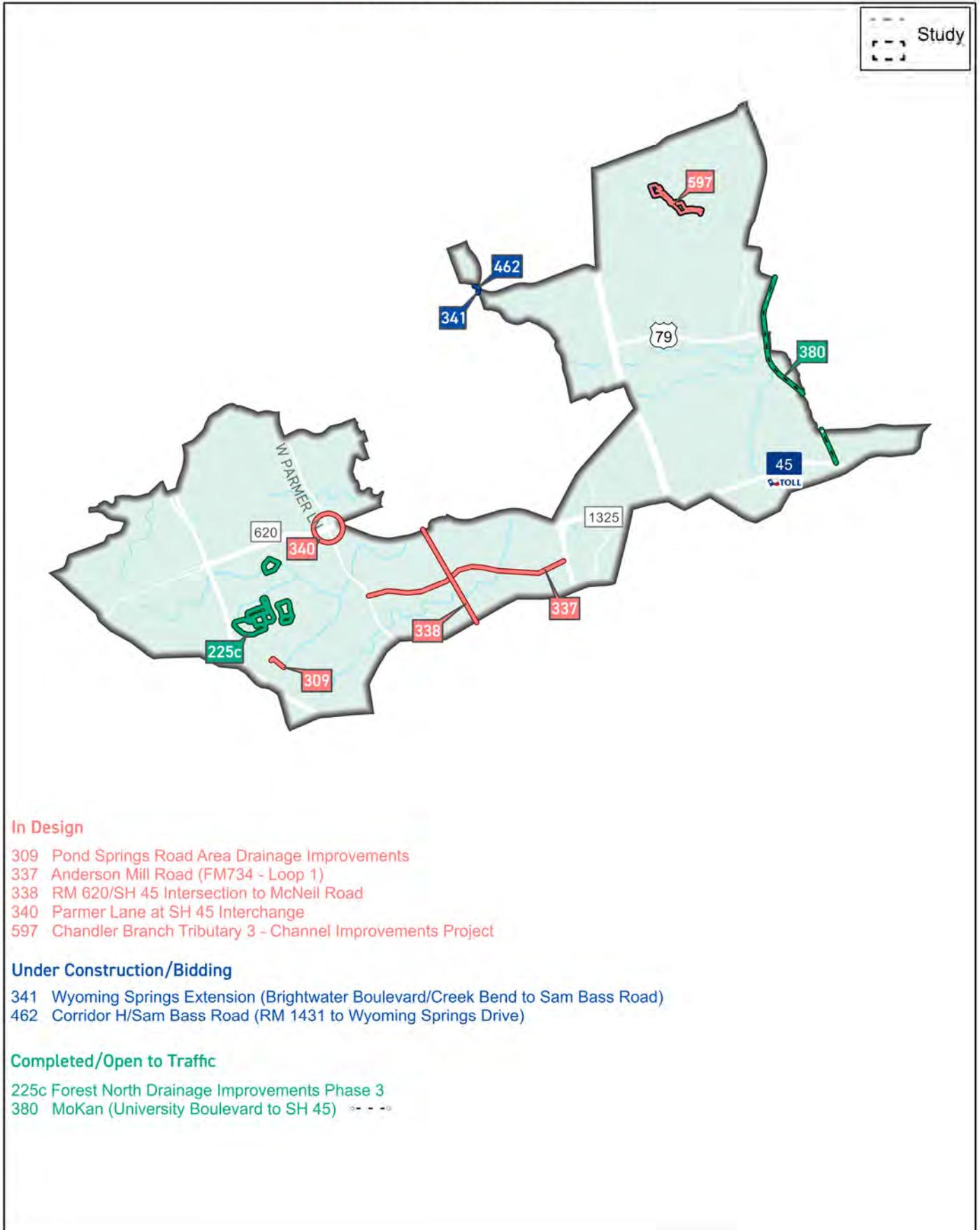
# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook



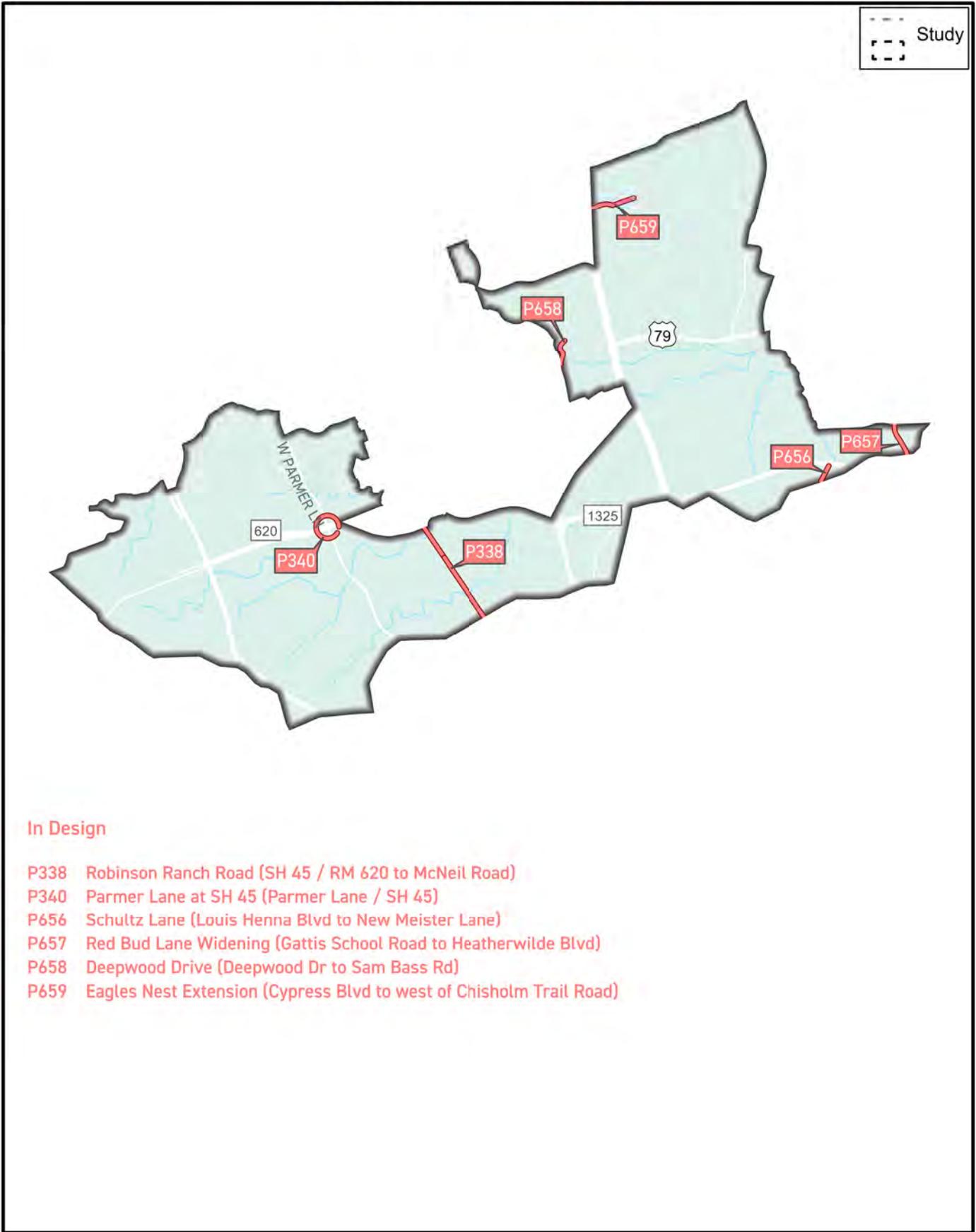
# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook



# 2023 ROAD BOND PROGRAM PROJECTS

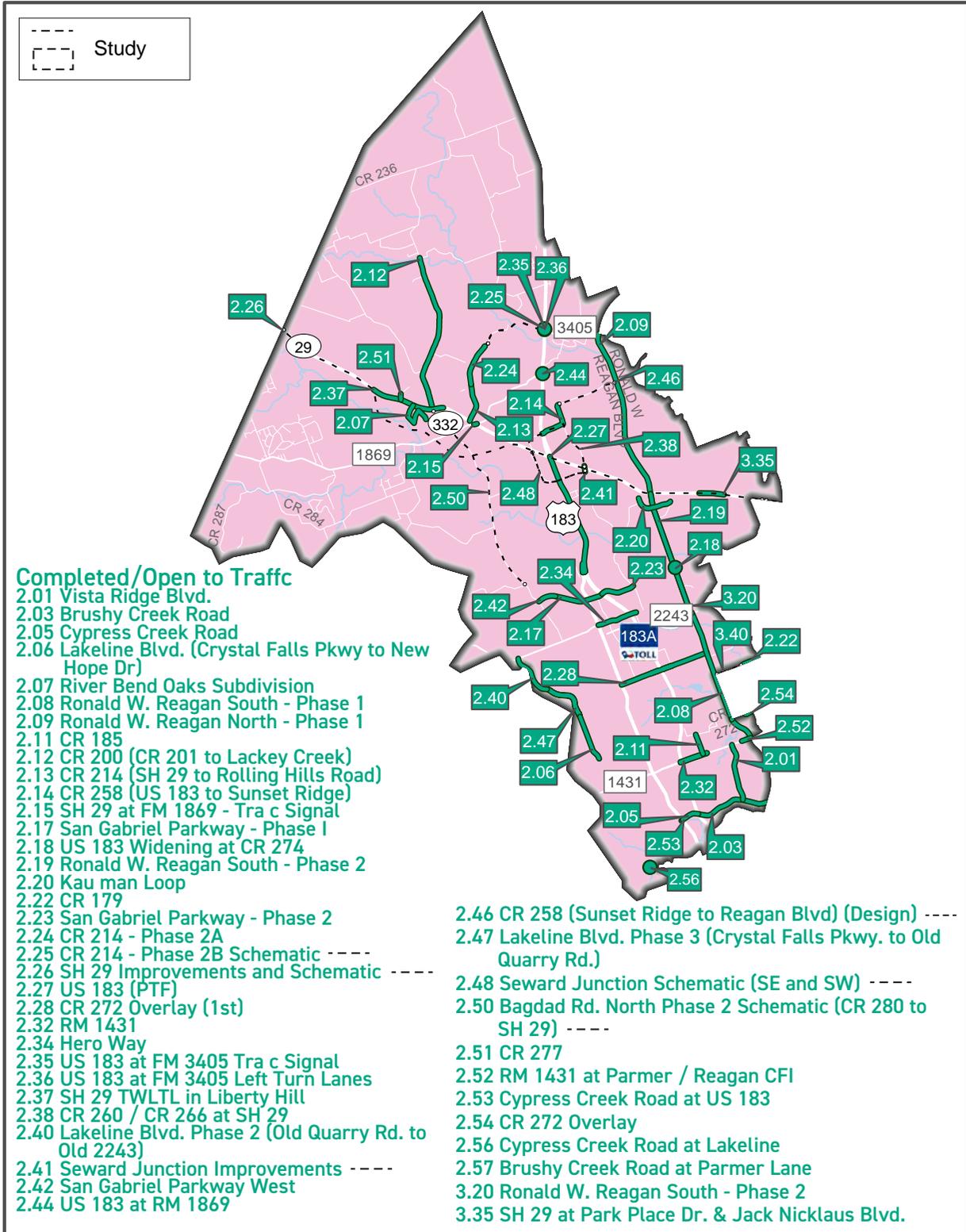
## Precinct 1 - Commissioner Cook



### In Design

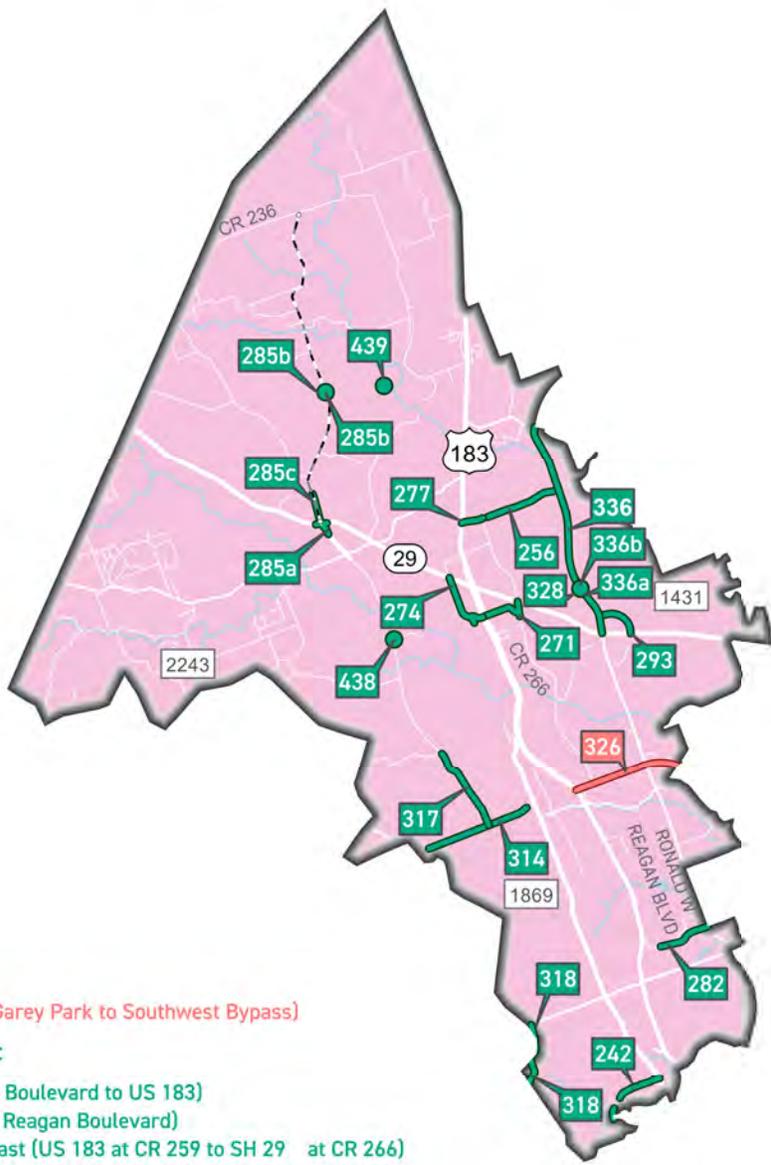
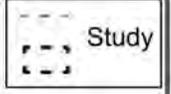
- P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
- P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
- P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
- P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
- P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
- P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

## 2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long



### In Design

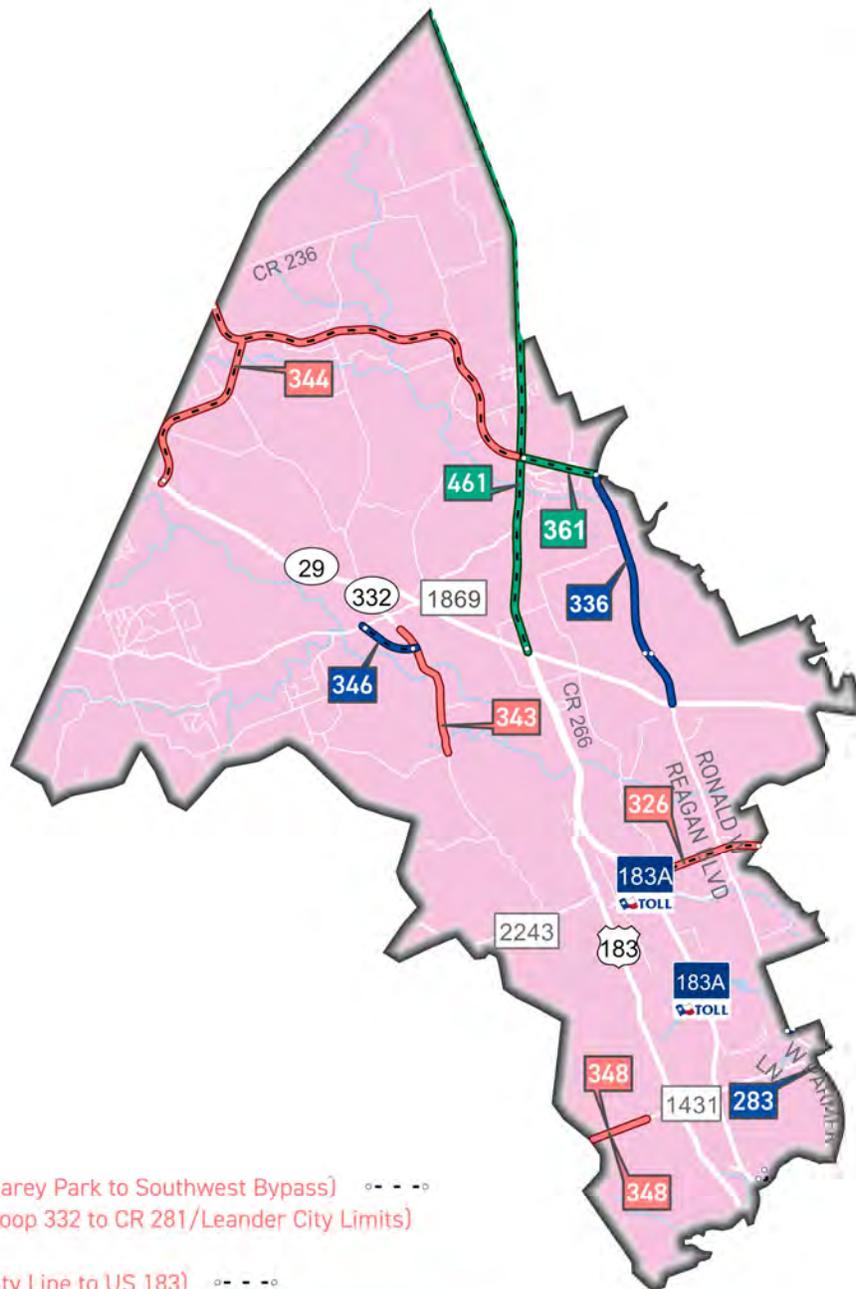
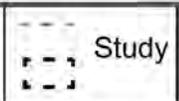
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

### Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study and Schematic (SH 29 to CR 236)
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 285c CR 200 (CMTA Railroad to CR 201)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405) - - - -
- 336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
- 336b Ronald Reagan Safety Improvements
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long



### In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass) - - - -
- 343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road
- 344 Corridor I2 (Burnet County Line to US 183) - - - -
- 348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)

### Under Construction/Bidding

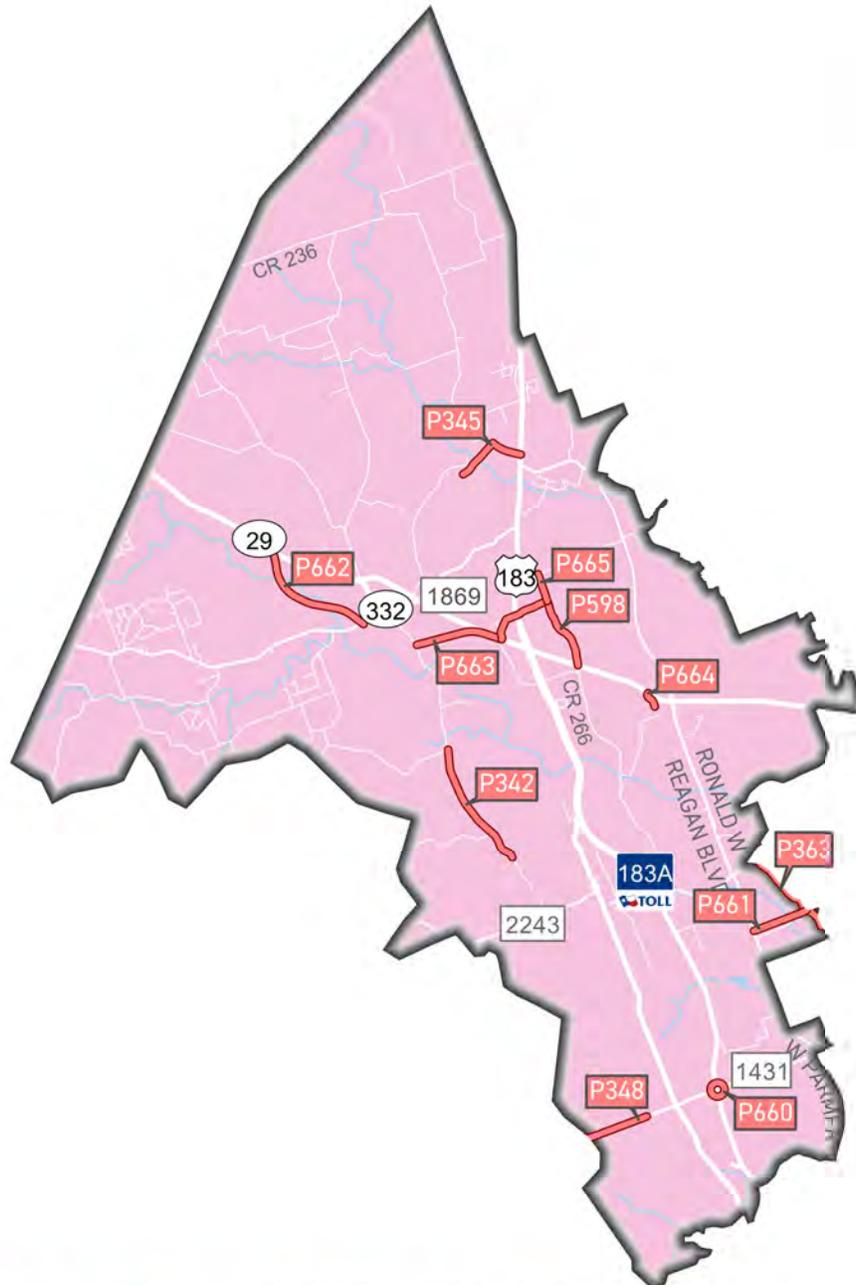
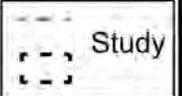
- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

### Completed/Open to Traffic

- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
- 461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29) - - - -

# 2023 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long



### In Design

- P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
- P345 CR 214 (End of CR 214 to US 183)
- P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
- P363 CR 175 (South of Creek Meadow Cove to RM 2243)
- P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
- P660 RM 1431 at 183A Intersection
- P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
- P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
- P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
- P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
- P665 CR 258 (Seward Junction Loop to CR 258 Extension)

**Project Name: CR 258 Extension**  
**Project No. 22IFB141**

Original Contract Price = \$5,836,754.36

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/14/2022	9/27/2022	11/28/2022	12/8/2022	12/14/2023		395	-29	366

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	11/1/2022	11/30/2022	0	\$47,590.20	\$47,590.20	\$5,287.80	\$5,287.80	1	0
2	12/1/2022	1/31/2023	55	\$536,565.20	\$584,155.40	\$59,618.36	\$64,906.16	10	15
3	2/1/2023	2/28/2023	28	\$463,314.38	\$1,047,469.78	\$51,479.37	\$116,385.53	17	23
4	3/1/2023	3/31/2023	31	\$354,614.85	\$1,402,084.63	\$39,401.65	\$155,787.18	23	31
5	4/1/2023	4/30/2023	30	\$455,839.20	\$1,857,923.83	\$50,648.80	\$206,435.98	31	39
6	5/1/2023	5/31/2023	31	\$1,166,374.04	\$3,024,297.87	\$129,597.12	\$336,033.10	50	48
7	6/1/2023	6/30/2023	30	\$1,003,480.88	\$4,027,778.75	-\$124,044.74	\$211,988.36	64	56
8	7/1/2023	7/31/2023	31	\$614,801.35	\$4,642,580.10	\$32,357.96	\$244,346.32	73	64
9	8/1/2023	8/31/2023	31	\$170,332.60	\$4,812,912.70	\$8,964.87	\$253,311.19	76	73
10	9/1/2023	9/30/2023	30	\$192,986.82	\$5,005,899.52	\$10,157.21	\$263,468.40	79	81
11	10/1/2023	10/31/2023	31	\$175,527.78	\$5,181,427.30	\$9,238.30	\$272,706.70	82	90
12	11/1/2023	11/30/2023	30	\$235,724.29	\$5,417,151.59	\$12,406.54	\$285,113.24	86	98
13	12/1/2023	12/31/2023	14	\$252,218.57	\$5,669,370.16	\$13,274.66	\$298,387.90	89	102
14	1/1/2024	1/31/2024	0	\$268,770.72	\$5,938,140.88	-\$177,201.35	\$121,186.55	91	102
15	2/1/2024	7/31/2024	0	\$66,141.40	\$6,004,282.28	\$1,349.82	\$122,536.37	92	102

8/31/2024 Comments- Project close out in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/11/2022	\$ -	\$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/22/2022	\$ 422,565.69	\$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

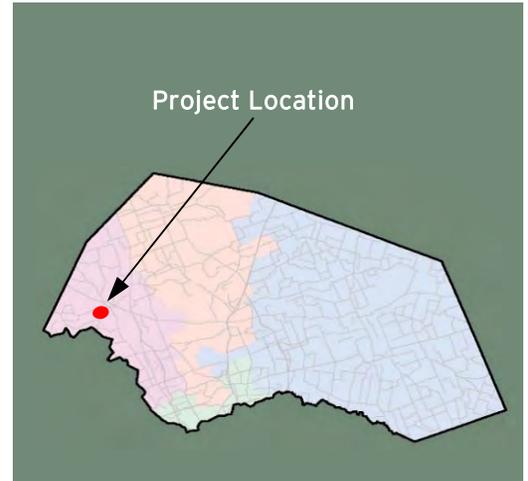
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to \$1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/14/2023	539,623.96	831,161.15

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = \$6,667,915.51



**Liberty Hill Bypass Improvements  
(RM 1869 to CR 279)**

**Project Length: 2.316 Miles**  
**Roadway Classification: Bagdad Road (Arterial);  
 Liberty Hill Bypass (Minor Arterial)**

**Project Schedule: February 2024 - Late 2025**  
**Estimated Construction Cost: \$14.2 Million**



**AUGUST 2024 IN REVIEW**

8/2/24: Chasco Constructors completed the paving along FM 1869 and continued processing flexible base along Liberty Hill Bypass. Subcontractor DIJ restriped FM 1869 for the new traffic pattern.

8/9/24: Chasco finished forming and poured the upstream headwall at the culvert on FM 1869 and continued forming concrete riprap at various locations throughout the project.

8/16/24: Chasco Constructors continued processing flexible base from the Tributary 1 Bridge to the east and spreading topsoil at various locations on the project.

8/23/24: Chasco continued forming concrete riprap at various locations throughout the project.

8/30/24: Chasco began clearing the right-of-way on the north end of Bagdad Road. Subcontractor Lone Star Paving placed prime between Tributary 1 bridge and Tributary 2 bridge.



Design Engineer: LJA  
 Contractor: Chasco Constructors  
 Construction Observation:  
 Bruce Thurin, HNTB

Williamson County  
 Road Bond Program



**Liberty Hill Bypass (SH 29) Bypass  
Project No. 24IFB15**

Original Contract Price = \$14,149,449.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	2/5/2024	2/29/2024	15	\$1,167,168.15	\$1,167,168.15	\$129,685.35	\$129,685.35	9	2
2	3/1/2024	3/31/2024	31	\$1,206,856.44	\$2,374,024.59	\$134,095.16	\$263,780.51	18	7
3	4/1/2024	4/30/2024	30	\$1,527,575.22	\$3,901,599.81	\$169,730.58	\$433,511.09	30	12
4	5/1/2024	5/31/2024	31	\$681,539.40	\$4,583,139.21	\$75,726.60	\$509,237.69	35	16
5	6/1/2024	6/30/2024	30	\$661,450.37	\$5,244,589.58	\$73,494.49	\$582,732.18	40	21
6	7/1/2024	7/31/2024	31	\$456,995.73	\$5,701,585.31	\$50,777.30	\$633,509.48	44	26

8/31/2024      Comments -      The contractor continued processing flexible base from the Tributary 1 Bridge to the east and spreading topsoil at various locations throughout the project. The contractor placed prime between Tributary 1 bridge and Tributary 2 bridge. The contractor began placing seed and fertilizer along the south side of FM 1869 and along Liberty Hill Bypass from FM 1869 to the entrance of the Williamson County Probation Office.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/17/2024	\$ 29,260.00	\$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/24/2024	\$ 21,500.00	\$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/3/2024	\$ 229,702.00	\$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Adjusted Price = \$14,429,911.00

**Ronald Reagan Boulevard Widening  
Project No. 24IFB57**

Original Contract Price = \$52,159,299.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/25/2024	7/16/2024	8/22/2024	9/3/2024			1035		1035

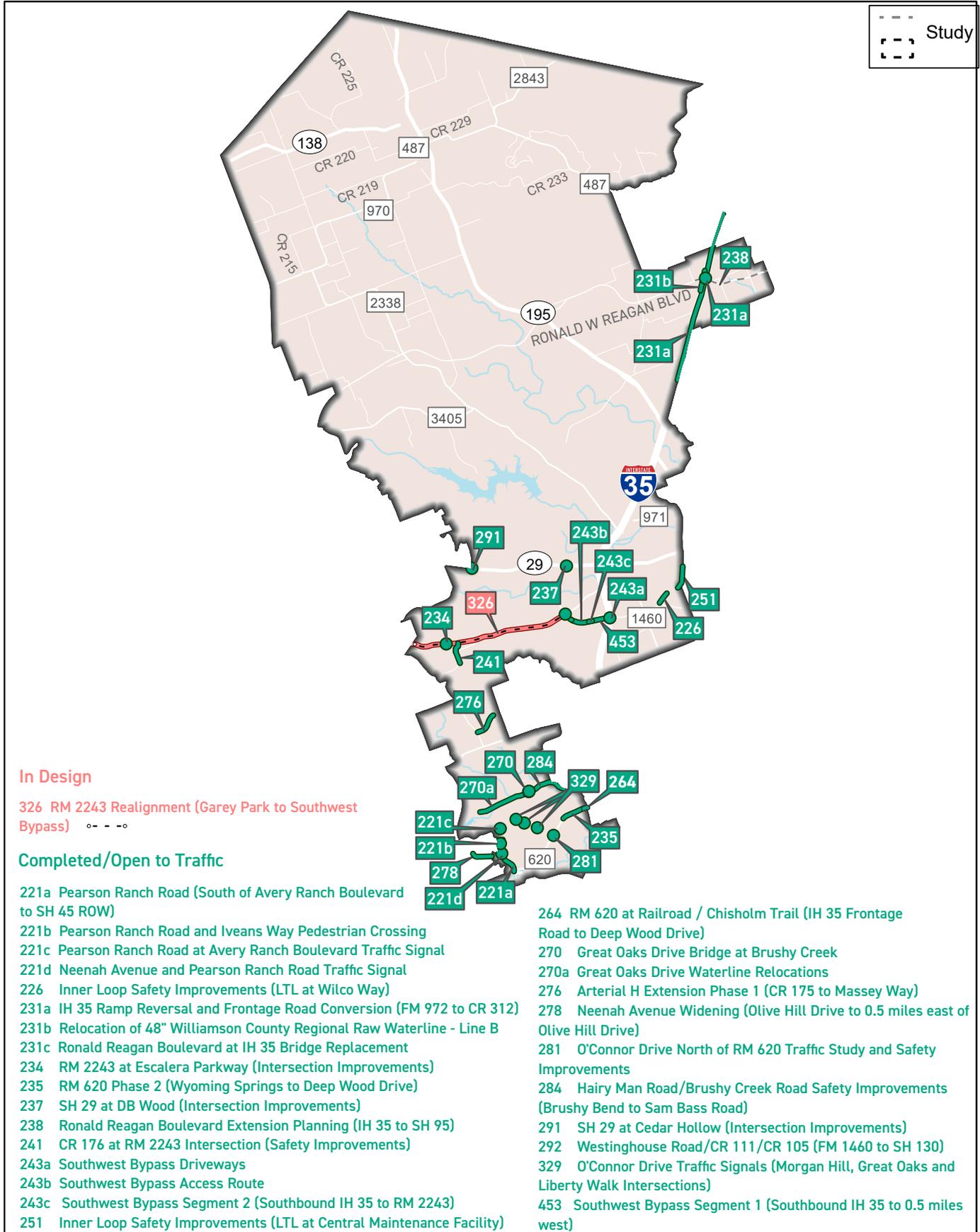
8/31/2024      Comments - Notice of Award was granted on 8/22/24 and work will commence on 9/3/24. The Contractor excavated and began installing ductile iron pipe for the City of Georgetown water line from Kaufman Loop to Santa Rita Boulevard. The Contractor began clearing the right-of-way and excavating between the Tributary 1 Bridge and Sowe's Branch Bridge.

Adjusted Price = \$52,159,299.00



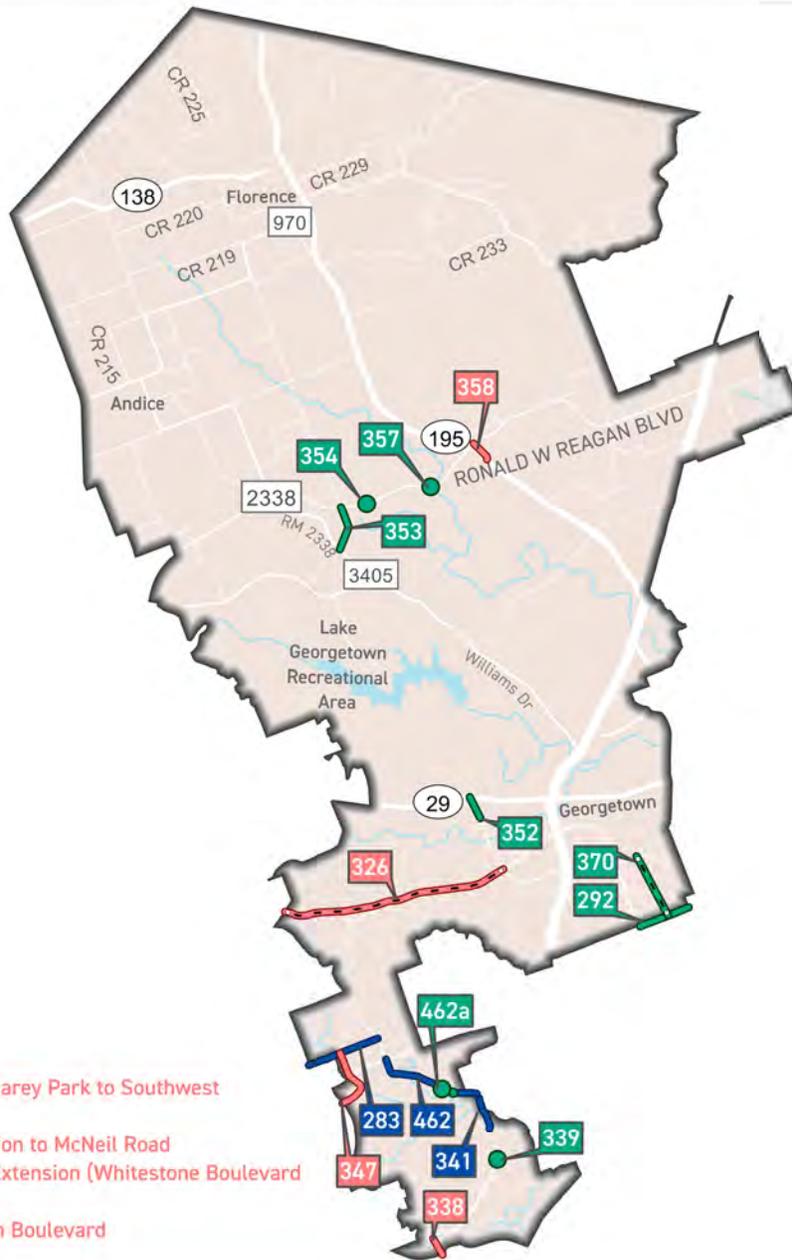
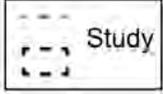
# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 3 - Commissioner Covey



# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 3 - Commissioner Covey



### In Design

- 326 RM 2243 Realignment (Garey Park to Southwest Bypass) - - - -
- 338 RM 620/SH 45 Intersection to McNeil Road
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

### Under Construction/Bidding

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic

- 292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
- 339 Wyoming Springs Improvements (At Smyers Lane)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 354 Ronald Reagan at Silver Spur Boulevard
- 357 Ronald Reagan at Sun City Boulevard
- 370 MoKan (Georgetown Inner Loop to University Boulevard) - - - -
- 462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)



**Project Name: CR 111 Westinghouse Road**  
**Project No. 22IFB39**

Original Contract Price = \$21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days	
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024		700		700	
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used
1	2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
2	3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
3	4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
4	5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
5	6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
6	7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
7	8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
8	9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	39	35
9	10/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	47	43
11	12/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	51	48
12	1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	54	52
13	2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96	\$44,534.15	\$649,574.52	58	56
14	3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	61	61
15	4/1/2023	4/30/2023	30	\$717,084.56	\$13,698,963.17	\$37,741.29	\$720,998.06	64	65
16	5/1/2023	5/31/2023	31	\$661,601.87	\$14,360,565.04	\$34,821.15	\$755,819.21	67	69
17	6/1/2023	6/30/2023	30	\$591,898.92	\$14,952,463.96	\$31,152.58	\$786,971.79	70	74
18	7/1/2023	7/31/2023	31	\$555,320.94	\$15,507,784.90	\$29,227.41	\$816,199.20	72	78
19	8/1/2023	8/31/2023	31	\$451,231.96	\$15,959,016.86	\$23,749.06	\$839,948.26	74	82
20	9/1/2023	9/30/2023	30	\$371,656.43	\$16,330,673.29	\$19,560.86	\$859,509.12	76	87
21	10/1/2023	10/31/2023	31	\$230,597.40	\$16,561,270.69	\$12,136.71	\$871,645.83	77	91
22	11/1/2023	11/30/2023	30	\$179,598.00	\$16,740,868.69	\$9,452.52	\$881,098.35	78	95
23	12/1/2023	12/31/2023	31	\$801,573.10	\$17,542,441.79	\$42,188.06	\$923,286.41	82	100
24	1/1/2024	1/31/2024	31	\$858,054.72	\$18,400,496.51	\$45,160.77	\$968,447.18	86	104
25	2/1/2024	2/29/2024	29	\$802,470.59	\$19,202,967.10	\$42,235.30	\$1,010,682.48	90	108
26	3/1/2024	3/31/2024	21	\$482,112.32	\$19,685,079.42	\$25,374.33	\$1,036,056.81	92	111
27	4/1/2024	5/31/2024	0	\$640,577.80	\$20,325,657.22	-\$621,247.48	\$414,809.33	92	111
28	6/1/2024	6/30/2024	0	\$25,001.18	\$20,350,658.40	\$510.23	\$415,319.56	92	111

8/31/2024 Comments - Project close out in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/3/2022	\$233,364.00	\$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/3/2022	\$7,553.84	\$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages: 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/14/2022	\$20,307.20	\$ 261,225.04

1. Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/13/2022	\$454,267.40	\$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/22/2022	\$41,134.66	\$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	11/22/2022	\$24,159.20	\$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	12/14/2022	\$28,440.00	\$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/14/2022	\$276,200.00	\$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	4/25/2023	\$14,282.00	\$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	6/6/2023	\$39,507.50	\$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/22/2023	\$81,433.12	\$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	1/9/2024	\$303,603.61	\$ 1,524,252.53

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	6/25/2024	15,975.61	1,540,228.14

1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. Differing Site Conditions. Additional safety needs. This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. Third Party Accommodation. Third party requested work. Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

---

Adjusted Price = \$22,564,561.02

**Project Name: CR 245 Reconstruction**  
**Project No. 23IFB12**

Original Contract Price = \$6,969,195.21

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/6/2022	12/13/2022	2/1/2023	2/10/2023	12/14/2023		423		423	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	3	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	9	12
3	4/1/2023	4/30/2023	30	\$378,182.90	\$877,555.60	\$42,020.32	\$97,506.18	16	19
4	5/1/2023	5/31/2023	31	\$541,611.28	\$1,419,166.88	\$60,179.03	\$157,685.21	26	26
5	6/1/2023	6/30/2023	30	\$438,431.06	\$1,857,597.94	\$48,714.56	\$206,399.77	35	33
6	7/1/2023	7/31/2023	31	\$1,157,295.20	\$3,014,893.14	\$128,588.36	\$334,988.13	56	41
7	8/1/2023	8/31/2023	31	\$1,149,398.96	\$4,164,292.10	-\$115,814.86	\$219,173.27	74	48
8	9/1/2023	9/30/2023	30	\$601,990.01	\$4,766,282.11	\$31,683.68	\$250,856.95	84	55
9	10/1/2023	10/31/2023	31	\$97,202.52	\$4,863,484.63	\$5,115.92	\$255,972.87	86	62
10	11/1/2023	11/30/2023	30	\$544,037.17	\$5,407,521.80	\$28,633.54	\$284,606.41	96	70
11	12/1/2023	1/31/2024	14	\$128,644.67	\$5,536,166.47	\$6,770.77	\$291,377.18	98	70
12	2/1/2024	2/29/2024	0	\$231,946.39	\$5,768,112.86	-\$173,660.59	\$117,716.59	99	73
13	3/1/2024	3/31/2024	0	\$48,401.14	\$5,816,514.00	\$987.78	\$118,704.37	100	73
14	4/1/2024	5/31/2024	0	\$18,980.23	\$5,835,494.23	\$387.35	\$119,091.72	100	73
15	6/1/2024	7/31/2024	0	\$62,720.74	\$5,898,214.97	-\$59,513.79	\$59,577.93	100	73
16	8/1/2024	8/31/2024	0	\$53,283.93	\$5,951,498.90	-\$59,577.93	\$0.00	100	73

8/31/2024 Comments - Close-out process under way.

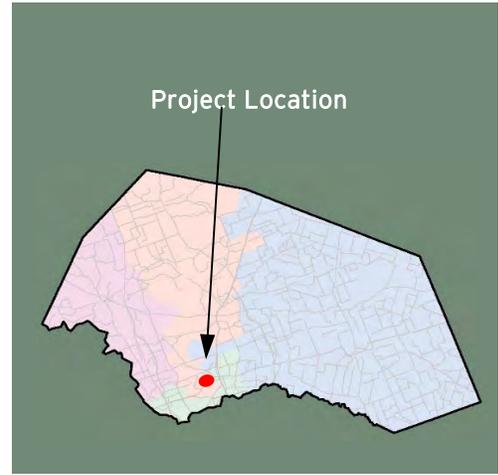
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/22/2024	-1,038,676.43	-1,017,696.33

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds an item for additional guardrail steel posts.

**Adjusted Price = \$5,951,498.88**



**Corridor H/Sam Bass Road  
(RM 1431 to Wyoming Springs Drive)**

**Project Length: 2.578 Miles**  
**Roadway Classification: Urban Minor Arterial**

**Project Schedule: March 2023 - Fall 2025**  
**Estimated Construction Cost: \$33.8 Million**



**AUGUST 2024 IN REVIEW**

8/2/24: Cash Construction continued installation of the Round Rock 42-inch water line between Tonkawa Trail and Wyoming Springs. Subcontractor Alpha Paving paved Great Oaks Drive on the north side of Sam Bass Road.

8/9/24: Cash graded and completed the northbound section of Sam Bass Road and switched traffic to the new roadway section. PEC’s contractor worked between Thousand Oaks and Walsh Drive.

8/16/24: Cash continued processing flexible base on the westbound section of Sam Bass Road between Thousand Oaks Drive and Mayfield Drive. Subcontractor Ranger Excavation continued roadway excavation between Thousand Oaks and Mayfield Drive.

8/23/24: Cash continued installation of the BCMUD 12-inch water line between Walsh Ranch Boulevard and Tonkawa Trail.

8/30/24: Cash continued placing flexible base throughout the project. Subcontractor Ranger Excavation continued roadway excavation and haul off at various locations throughout the project.



**Design Engineer: K Friese**  
**Contractor: Cash Construction**  
**Construction Observation:  
Tracy Cooper, HNTB**

**Williamson County  
Road Bond Program**



**Project Name: Corridor H/Sam Bass Road**  
**Project No. 23IFB8**

Original Contract Price = \$36,145,959.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/20/2022	1/13/2023	3/13/2023	3/23/2023			911		911

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2023	4/30/2023	30	\$21,095.55	\$21,095.55	\$2,343.95	\$2,343.95	0	3
2	5/1/2023	5/31/2023	31	\$511,459.79	\$532,555.34	\$56,828.87	\$59,172.82	2	7
3	6/1/2023	6/30/2023	30	\$1,024,886.41	\$1,557,441.75	\$113,876.26	\$173,049.08	5	10
4	7/1/2023	7/31/2023	31	\$148,136.40	\$1,705,578.15	\$16,459.60	\$189,508.68	6	13
5	8/1/2023	8/31/2023	31	\$915,201.56	\$2,620,779.71	\$101,689.06	\$291,197.74	9	17
6	9/1/2023	9/30/2023	30	\$510,079.42	\$3,130,859.13	\$56,675.50	\$347,873.24	10	20
7	10/1/2023	10/31/2023	31	\$900,115.81	\$4,030,974.94	\$100,012.86	\$447,886.10	13	23
8	11/1/2023	11/30/2023	30	\$731,394.97	\$4,762,369.91	\$81,266.11	\$529,152.21	16	27
9	12/1/2024	12/31/2024	31	\$241,049.16	\$5,003,419.07	\$26,783.24	\$555,935.45	16	30
10	1/1/2024	1/31/2024	31	\$412,213.73	\$5,415,632.80	\$45,801.53	\$601,736.98	18	34
11	2/1/2024	2/29/2024	29	\$986,810.97	\$6,402,443.77	\$109,645.66	\$711,382.64	21	37
12	3/1/2024	3/31/2024	31	\$909,406.35	\$7,311,850.12	\$101,045.15	\$812,427.79	24	40
13	4/1/2024	4/30/2024	30	\$1,012,728.40	\$8,324,578.52	\$112,525.38	\$924,953.17	27	43
14	5/1/2024	5/31/2024	31	\$990,023.58	\$9,314,602.10	\$110,002.62	\$1,034,955.79	31	47
15	6/1/2024	6/30/2024	30	\$714,854.15	\$10,029,456.25	\$79,428.24	\$1,114,384.03	33	50
16	7/1/2024	7/31/2024	31	\$1,590,446.20	\$11,619,902.45	\$176,716.24	\$1,291,100.27	38	54

8/31/2024      Contractor continued installation of the Round Rock 42-inch water line between Great Oaks Drive and Walsh Ranch Boulevard. Cash  
 Comments - continued installation of the BCMUD 12-inch water line between Walsh Ranch Boulevard and Tonkawa Trail. The Contractor  
 continued processing flexible base and roadway excavation and haul off excess material at various locations throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/27/2023	\$ (2,394,078.12)	\$ (2,394,078.12)

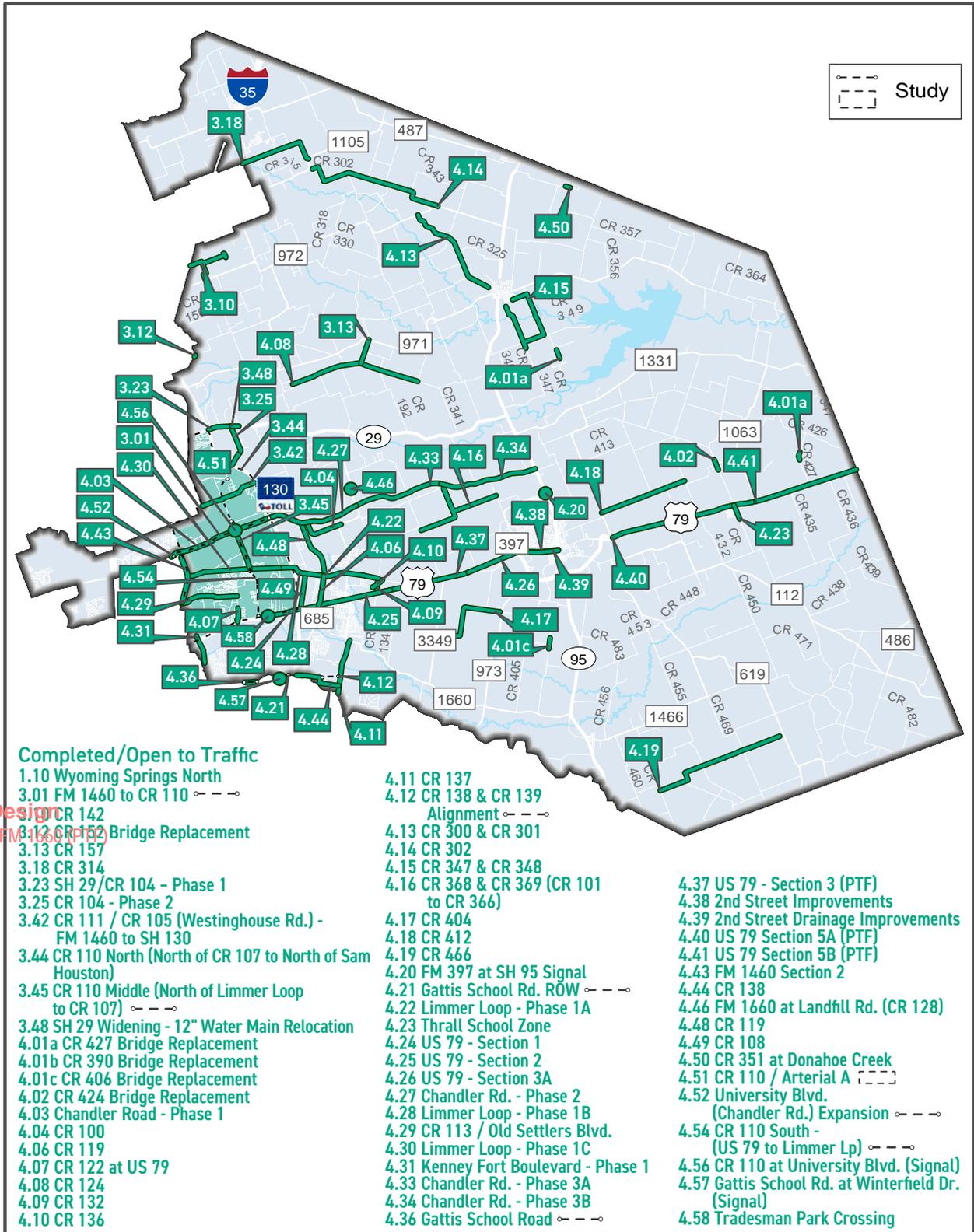
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/22/2023	\$ 5,250.00	\$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

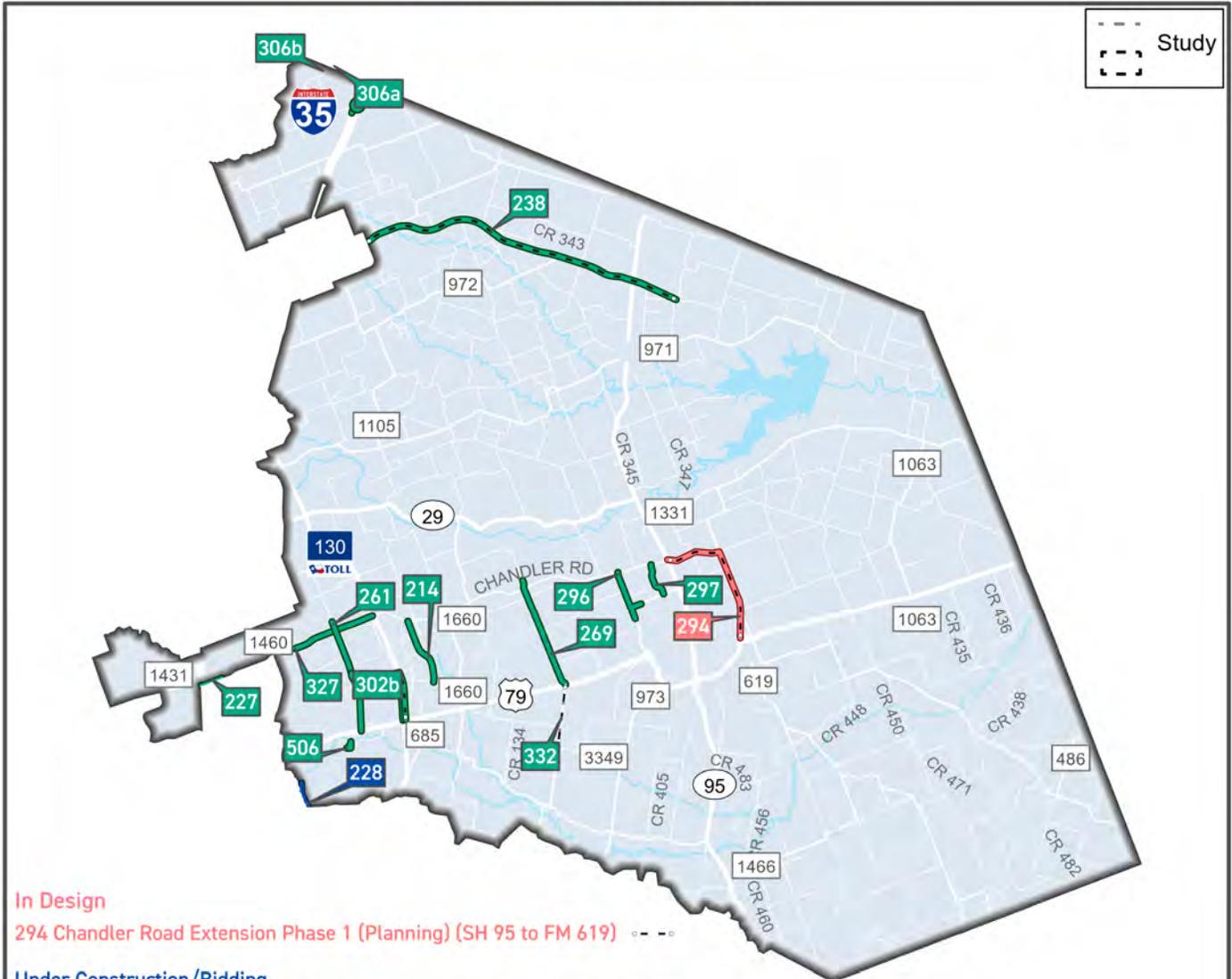
**Adjusted Price = \$33,757,130.88**

## 2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles



### In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619) - - - -

### Under Construction/Bidding

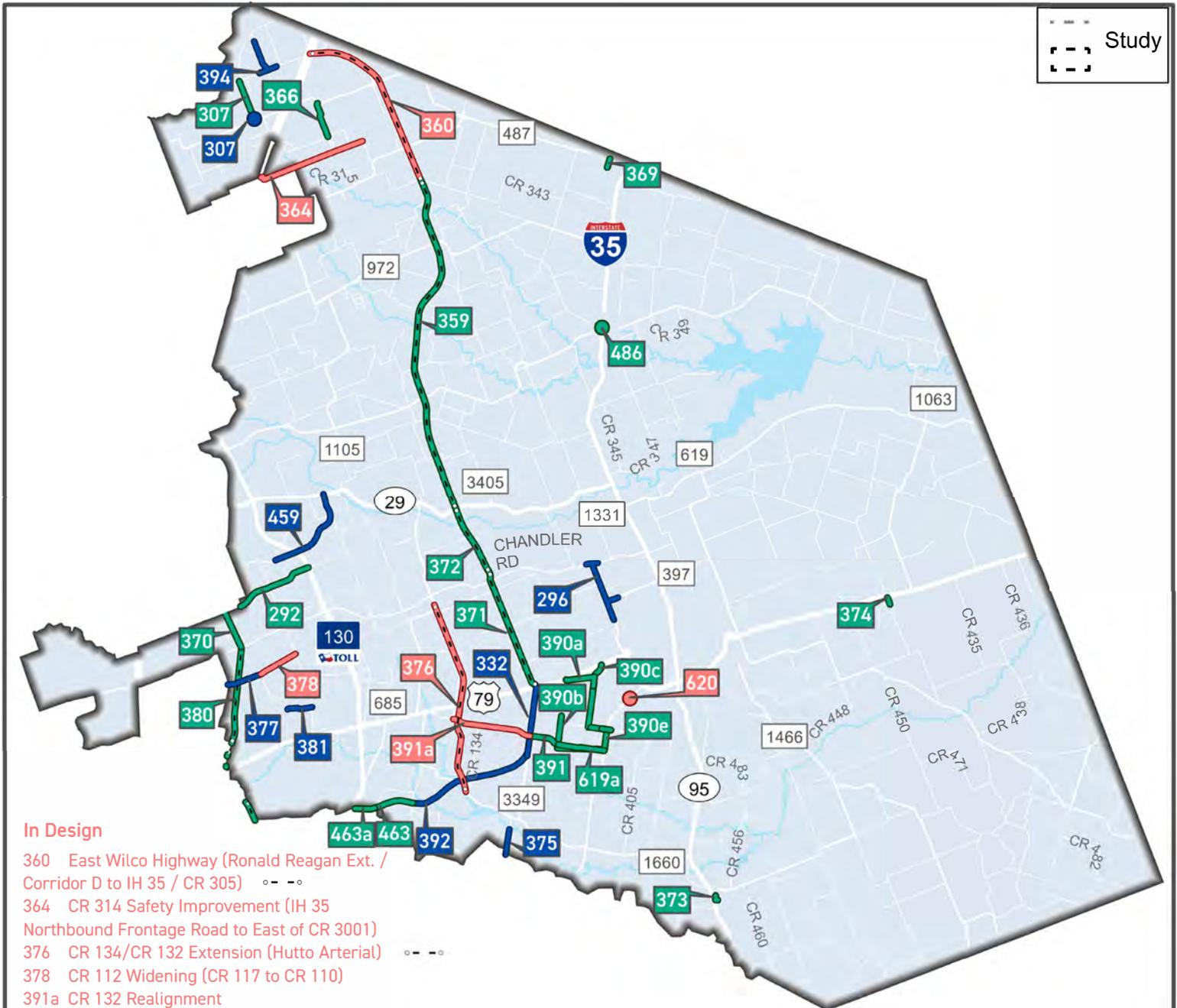
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

### Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) - - - -
- 269 CR 101 (US 79 to North of Chandler Road)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 260 CR 110 South (US 79 to Limmer Loop)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
- 302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
- 302b SH 130 Traffic Study - - - -
- 306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 306b CR 305 at IH 35 Bridge Replacement
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
- 332 FM 3349/US 79 Interchange (US 79 to CR 404) - - - -
- 506 Oak Bluff and Greenfield Drainage Improvements

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles



### In Design

- 360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305) - - - -
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)
- 376 CR 134/CR 132 Extension (Hutto Arterial) - - - -
- 378 CR 112 Widening (CR 117 to CR 110)
- 391a CR 132 Realignment
- 620 FM 973 at Taylor High School Signal

### Under Construction/Bidding

- 296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
- 307 Bud Stockton Extension Traffic Signal at FM 487
- 332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
- 459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

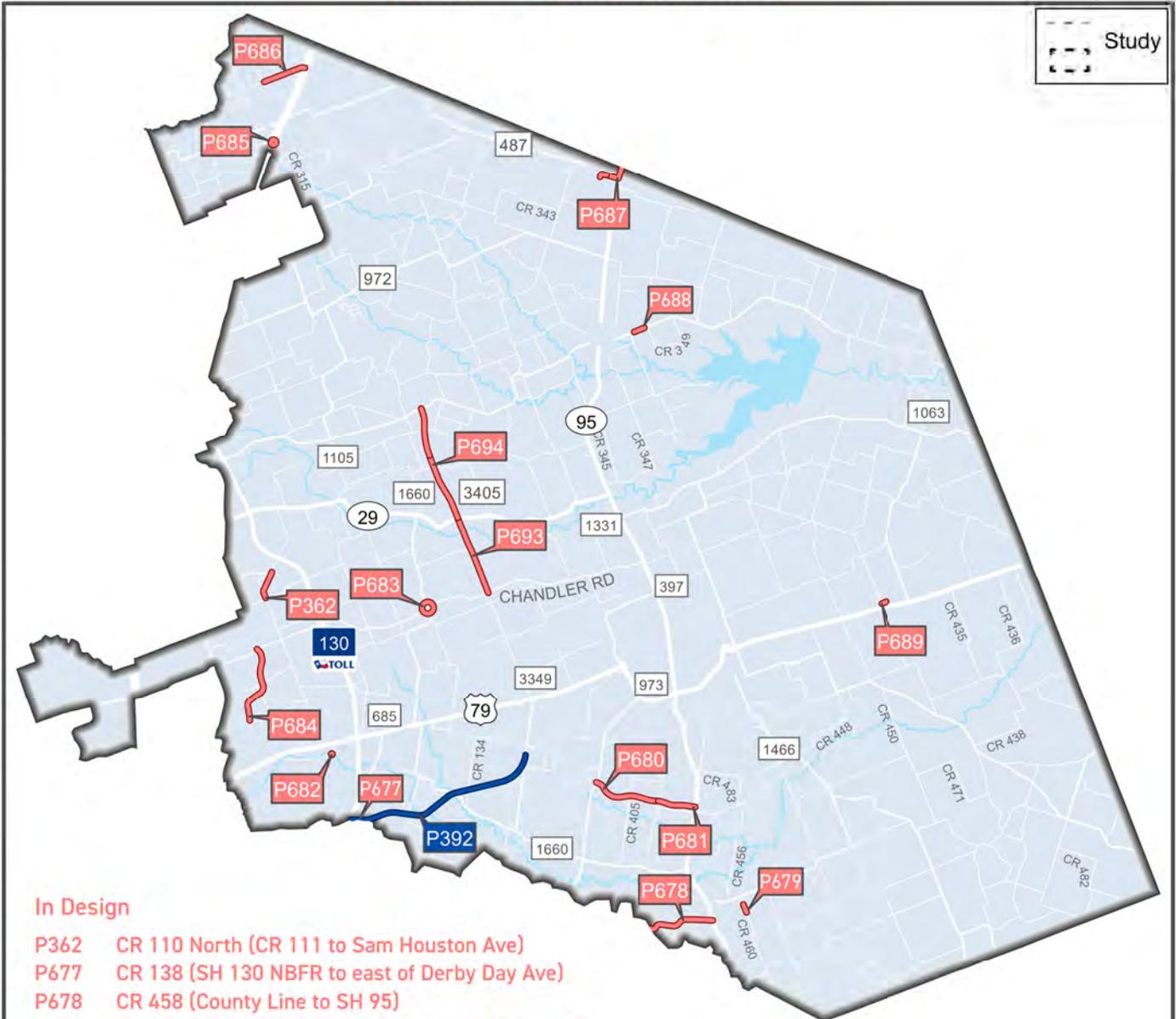
### Completed/Open to Traffic

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D) - - - -
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)

- 369 Bartlett Project (Cottrell Street)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) - - - -
- 372 East Wilco Highway (Future SH 29 to Chandler Rd) - - - -
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project - S Bounds Street - - - -
- 380 MoKan (University Boulevard to SH 45)
- 390a CR Improvements and Paving (CR 401, CR 402, CR 404)
- 390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
- 390c CR 401/CR 404 Improvements (US 79 to CR 404)
- 390e CR 404 at FM 973 (CR 404)
- 391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
- 394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
- 463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
- 463a CR 138 Right Turn Lane at SH 130
- 486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
- 619a Samsung Highway (Future County Road) (CR 404 to FM 973)

# 2023 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles



### In Design

- P362 CR 110 North (CR 111 to Sam Houston Ave)
- P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
- P678 CR 458 (County Line to SH 95)
- P679 CR 460 (future Coupland High School Turn Lanes)
- P680 Corridor A2 (FM 973 to CR 406)
- P681 Corridor A2 (CR 406 to SH 95)
- P682 CR 123 (Brushy Creek)
- P683 Chandler Road (FM 1660 Overpass)
- P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
- P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
- P686 CR 305 (IH 35 to CR 307)
- P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
- P688 FM 971 (future Granger High School Turn Lanes)
- P689 North Barker Street (CR 424 to east end of North Barker Street)
- P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
- P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

### Under Construction/Bidding

- P392 East Wilco Highway ( Southeast Loop - Segment 2)(Corridor E1 (Construction)(CR 137 south of Hutto and CR 404)

**Project Name: East Wilco Highway (Southeast Loop, Segment 1)**

**Project No. T3346**

**Original Contract Price = \$11,526,789.09**

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days	
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023		534	24	558	
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	8
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	10	13
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	12	19
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	15	24
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	18	30
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	23	35
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	27	40
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	34	46
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	41	51
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	46	57
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	51	62
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	56	68
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	62	73
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	70	79
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	74	84
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	80	90
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	82	95
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	83	101
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	84	106
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	86	111
21	4/1/2023	4/30/2023	30	\$160,641.77	\$10,152,963.45	\$8,454.83	\$534,366.50	88	117
22	5/1/2023	5/31/2023	31	\$79,909.01	\$10,232,872.46	\$4,205.73	\$538,572.23	98	122
23	6/1/2023	6/30/2023	30	\$355,060.22	\$10,587,932.68	\$18,687.38	\$557,259.61	92	128
24	7/1/2023	7/31/2023	31	\$61,540.97	\$10,649,473.65	\$3,239.00	\$560,498.61	92	133
25	8/1/2023	8/31/2023	31	\$316,670.90	\$10,966,144.55	\$16,666.89	\$577,165.50	95	139
26	9/1/2023	9/30/2023	0	\$84,593.72	\$11,050,738.27	\$4,452.30	\$581,617.80	96	139
27	10/1/2023	10/31/2023	0	\$8,808.52	\$11,059,546.79	\$463.61	\$582,081.41	96	139

8/31/2024 Comments - Closeout is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	\$ 148,710.35	\$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	\$73,007.39	\$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	\$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

**Adjusted Price = \$12,160,165.73**

**Project Name: CR 401 Reconstruction Project**  
**Project No. 22IFB57**

Original Contract Price = \$12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023	6/12/2024	505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used
1	4/14/2022	4/21/2022	0	\$541,350.00	\$541,350.00	\$60,150.00	\$60,150.00	5	0
2	4/22/2022	5/31/2022	30	\$213,264.25	\$754,614.25	\$23,696.03	\$83,846.03	6	7
3	6/1/2022	7/1/2022	31	\$1,394,793.70	\$2,149,407.95	\$154,977.08	\$238,823.11	17	14
4	7/2/2022	7/31/2022	30	\$690,418.59	\$2,839,826.54	\$76,713.17	\$315,536.28	23	21
5	8/1/2022	8/31/2022	31	\$276,688.62	\$3,116,515.16	\$30,743.18	\$346,279.46	25	28
6	9/1/2022	9/30/2022	30	\$784,682.38	\$3,901,197.54	\$87,186.93	\$433,466.39	31	35
7	10/1/2022	10/31/2022	31	\$776,738.57	\$4,677,936.11	\$86,304.29	\$519,770.68	37	42
8	11/1/2022	11/30/2022	30	\$875,684.24	\$5,553,620.35	\$97,298.25	\$617,068.93	44	49
9	12/1/2022	12/31/2022	31	\$422,000.74	\$5,975,621.09	\$46,888.97	\$663,957.90	48	56
10	1/1/2023	1/31/2023	31	\$616,120.11	\$6,591,741.20	\$68,457.79	\$732,415.69	52	63
11	2/1/2023	2/28/2023	28	\$598,319.58	\$7,190,060.78	\$66,479.95	\$798,895.64	57	70
12	3/1/2023	3/31/2023	31	\$603,951.86	\$7,794,012.64	\$67,105.76	\$866,001.40	62	77
13	4/1/2023	4/30/2023	30	\$945,657.20	\$8,739,669.84	-\$406,018.78	\$459,982.62	66	84
14	5/1/2023	5/31/2023	31	\$1,082,327.54	\$9,821,997.38	\$56,964.61	\$516,947.23	74	91
15	6/1/2023	6/30/2023	30	\$1,195,677.91	\$11,017,675.29	\$62,930.42	\$579,877.65	83	98
16	7/1/2023	7/31/2023	7	\$760,493.51	\$11,778,168.80	\$40,025.97	\$619,903.62	89	99
17	8/1/2023	8/31/2023	0	\$16,945.32	\$11,795,114.12	\$891.86	\$620,795.48	89	99
18	9/1/2023	9/30/2023	0	\$543,436.59	\$12,338,550.71	-\$368,988.32	\$251,807.16	90	99
19	10/1/2023	10/31/2023	0	\$156,673.75	\$12,495,224.46	\$3,197.42	\$255,004.58	91	99
20	11/1/2023	11/30/2023	0	\$335,156.29	\$12,830,380.75	\$6,839.93	\$261,844.51	94	99
21	12/1/2023	12/31/2023	0	\$309,329.80	\$13,139,710.55	\$6,312.85	\$268,157.36	96	99
22	1/1/2024	1/31/2024	0	\$53,097.83	\$13,192,808.38	\$1,083.63	\$269,240.99	96	99
23	2/1/2024	2/29/2024	0	\$38,782.60	\$13,231,590.98	\$791.48	\$270,032.47	96	99
24	3/1/2024	3/31/2024	0	\$130,741.40	\$13,362,332.38	\$2,668.19	\$272,700.66	97	99
25	4/1/2024	4/30/2024	0	\$511.56	\$13,362,843.94	\$10.44	\$272,711.10	98	99

8/31/2024 Comments - Closeout process is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	\$ 13,315.52	\$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	\$ 414,400.00	\$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	\$ 214,351.37	\$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	\$ 188,826.95	\$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	\$ -	\$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Change Order Number	Approved	Cost This CO	Total COs
06	12/19/2023	\$399,968.56	\$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	1/30/2024	\$137,831.49	\$ 1,368,693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08R	6/18/2024	71,380.34	1,440,074.23

1. Design Error or Omission. 1B Other: This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. This Change Order also adds an item to install, flush, remove, and return a fire hydrant to the City of Taylor. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	6/18/2024	-151,545.26	1,288,528.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

---

Adjusted Price = \$13,961,729.91

---

**Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)**

**Project No. 22IFB126**

Original Contract Price = \$11,289,929.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023		413		413	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	8/15/2022	9/27/2022	44	\$415,099.80	\$415,099.80	\$46,122.20	\$46,122.20	4	11
2	9/28/2022	10/31/2022	34	\$1,256,916.42	\$1,672,016.22	\$139,657.38	\$185,779.58	17	19
3	11/1/2022	11/30/2022	30	\$529,743.42	\$2,201,759.64	\$58,860.38	\$244,639.96	22	26
4	12/1/2022	12/31/2022	31	\$196,710.30	\$2,398,469.94	\$21,856.70	\$266,496.66	24	34
5	1/1/2023	1/31/2023	31	\$942,884.78	\$3,341,354.72	\$104,764.98	\$371,261.64	34	41
6	2/1/2023	2/28/2023	28	\$895,707.90	\$4,237,062.62	\$99,523.10	\$470,784.74	43	48
7	3/1/2023	3/31/2023	31	\$2,066,773.05	\$6,303,835.67	\$229,641.45	\$700,426.19	64	55
8	4/1/2023	4/30/2023	30	\$1,637,718.64	\$7,941,554.31	-\$282,449.65	\$417,976.54	76	63
9	5/1/2023	5/31/2023	31	\$1,177,188.70	\$9,118,743.01	\$61,957.30	\$479,933.84	88	70
10	6/1/2023	7/31/2023	61	\$1,026,783.27	\$10,145,526.28	\$54,041.23	\$533,975.07	98	85
11	8/1/2023	8/31/2023	31	\$78,532.37	\$10,224,058.65	\$4,133.28	\$538,108.35	98	92
12	9/1/2023	9/30/2023	5	\$339,420.15	\$10,563,478.80	-\$322,527.15	\$215,581.20	98	94
13	10/1/2024	4/26/2024	0	\$70,667.06	\$10,634,145.86	\$1,442.19	\$217,023.39	99	94

8/31/2024 Comments - Close-out process is underway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	1/24/2023	41,260.00	\$ 41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

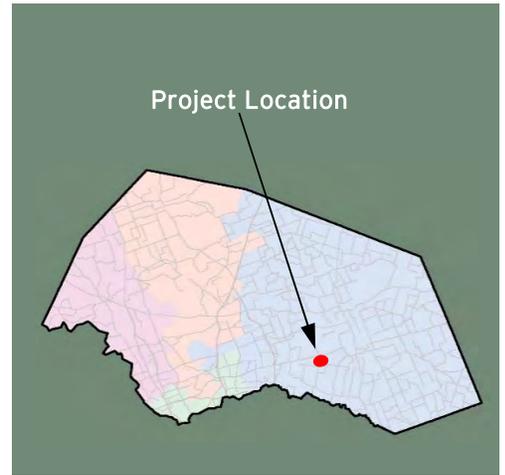
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/18/2023	83,559.50	\$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/25/2024	-470,934.99	-346,115.49

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also revises quantities for the added left turn lane to the Samsung Driveway, as well as adds additional erosion control items.

Adjusted Price = \$10,943,813.51



**East Wilco Highway (FM 3349 at US 79)  
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)**

**Project Length: 4.108 Miles  
Roadway Classification: Rural Major Collector**

**Project Schedule: October 2022 - Summer 2025 (Roadwork)  
Estimated Construction Cost: \$84 Million**



## **AUGUST 2024 IN REVIEW**

8/2/24: James Construction Group (JCG) continued cutting ditches and drainage swales in the median at the south end of the project. JCG continued to work on culvert headwalls and setting curb inlets.

8/9/24: JCG continued to work on culvert headwalls and setting curb inlets along the southbound frontage road. Subcontractor Austin Traffic Signal installed conduit for illumination along the southbound frontage road.

8/16/24: JCG continued hauling off material from the southbound frontage road drainage swale excavation. Subcontractor Lone Star Paving placed prime and began paving asphalt for the southbound frontage road.

8/23/24: JCG began lime stabilization along the northbound frontage road north of US 79. Subcontractor Patin began working on tie-ins from the new water line to the properties along the project.

8/30/24: JCG continued to set deck panels on the northbound frontage road bridge.

**Design Engineer: HDR  
Contractor: James Construction  
Construction Observation:  
Asif Mirzazada, HNTB**

**Williamson County  
Road Bond Program**



<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	10/20/2023	130,053.00	854,943.05
3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.			
07	10/20/2023	661,031.30	1,515,974.35
3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.			
08	10/20/2023	327,321.48	1,843,295.83
1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.			
09	1/30/2024	-368,749.53	1,474,546.30
5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.			
10	1/30/2024	67,965.30	1,542,511.60
4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.			
11	2/1/2024	271,902.72	1,814,414.32
3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.			
12	4/16/2024	64,791.00	1,879,205.32
1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-Inch Jonah water line located within the UPRR ROW on the south side of US79.			
13	4/16/2024	82,301.65	1,961,506.97
2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.			
14	4/16/2024	101,248.22	2,062,755.19
2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.			
15	7/16/2024	24,513.18	2,087,268.37
2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.			
16	7/16/2024	35,324.07	2,122,592.44
2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.			
17	7/16/2024	11,849.07	2,134,441.51
1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

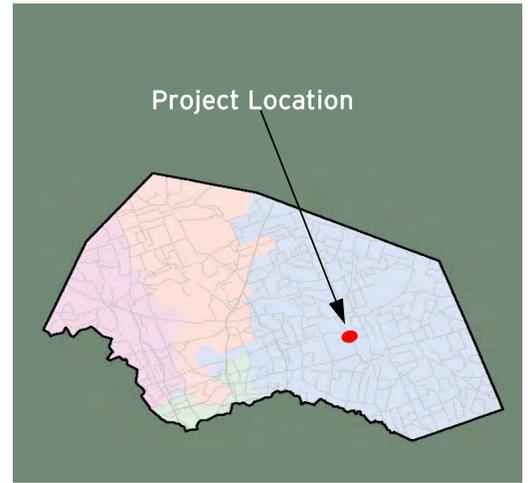
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

---

Adjusted Price = \$84,103,972.07

---



**CR 366 Reconstruction  
(Chandler Road to Carlos G. Parker Boulevard)**

**Project Length: 2.751 Miles**  
**Roadway Classification: Rural Arterial**

**Project Schedule: January 2023 - Summer 2024**  
**Estimated Construction Cost: \$17.8 Million**



**AUGUST 2024 IN REVIEW**

8/2/24: James Construction (JCG) formed and poured multiple concrete driveways on the east side of CR 366. Subcontractor Roadway Specialties completed installing small signs.

8/9/24: JCG continued to grade topsoil on the sides of CR 366 and FM 397. Subcontractor Texas Materials began paving the final surface of asphalt along Chandler Road.

8/16/24: Subcontractor Roadway Specialties began installing mailboxes throughout the project. Subcontractor Texas Materials began paving the final surface of asphalt on CR 366.

8/23/24: JCG formed and poured concrete driveways along Chandler Road at the east end of the project. Subcontractor Fuquay placed seed and soil blankets on the south side of FM 397.

8/30/24: JCG switched traffic to the final configuration on 8/23/24. Subcontractor DIJ striped words and arrows throughout project.



Design Engineer: Garver  
Contractor: James Construction  
Construction Observation:  
Chuck Evans, HNTB

Williamson County  
Road Bond Program



**Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)**

**Project No. 22IFB138**

Original Contract Price = \$17,694,262.46

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/31/2022	9/28/2022	12/27/2022	1/6/2023			515		515	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	1/6/2023	2/28/2023	54	\$1,184,919.53	\$1,184,919.53	\$131,657.73	\$131,657.73	7	10
2	3/1/2023	3/31/2023	31	\$220,649.15	\$1,405,568.68	\$24,516.57	\$156,174.30	9	17
3	4/1/2023	4/30/2023	30	\$195,624.79	\$1,601,193.47	\$21,736.09	\$177,910.39	10	22
4	5/1/2023	5/31/2023	31	\$540,591.96	\$2,141,785.43	\$60,065.77	\$237,976.16	13	28
5	6/1/2023	6/30/2023	30	\$1,603,804.24	\$3,745,589.67	\$178,200.47	\$416,176.63	23	34
6	7/1/2023	7/31/2023	31	\$781,944.84	\$4,527,534.51	\$86,882.76	\$503,059.39	28	40
7	8/1/2023	8/31/2023	31	\$1,589,668.07	\$6,117,202.58	\$176,629.79	\$679,689.18	38	46
8	9/1/2023	9/30/2023	30	\$933,910.69	\$7,051,113.27	\$103,767.85	\$783,457.03	44	52
9	10/1/2023	10/31/2023	31	\$448,939.28	\$7,500,052.55	\$49,882.14	\$833,339.17	47	58
10	11/1/2023	11/30/2023	30	\$314,298.57	\$7,814,351.12	\$34,922.07	\$868,261.24	49	64
11	12/1/2023	12/31/2023	31	\$413,086.23	\$8,227,437.35	\$45,898.47	\$914,159.71	45	70
12	1/1/2024	1/31/2024	31	\$452,008.26	\$8,679,445.61	\$50,223.14	\$964,382.85	54	76
13	2/1/2024	2/29/2024	29	\$653,498.36	\$9,332,943.97	\$72,610.92	\$1,036,993.77	58	82
14	3/1/2024	3/31/2024	31	\$1,806,457.71	\$11,139,401.68	-\$450,709.47	\$586,284.30	66	88
15	4/1/2024	4/30/2024	30	\$1,982,213.76	\$13,121,615.44	\$104,327.04	\$690,611.34	77	93
16	5/1/2024	5/31/2024	31	\$493,857.95	\$13,615,473.39	\$25,992.52	\$716,603.86	80	99
17	6/1/2024	6/30/2024	30	\$581,362.25	\$14,196,835.64	\$30,598.02	\$747,201.88	84	105
18	7/1/2024	7/31/2024	31	\$412,312.68	\$14,609,148.32	\$21,700.66	\$768,902.54	86	111

8/31/2024 James Construction Group switched traffic to the final configuration on 8/23/24. Subcontractor Fuquay placed soil blankets on the sides of FM 397. Subcontractor DIJ striped words and arrows throughout project. The Ribbon Cutting Ceremony is scheduled for 9/18/24.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/6/2023	\$ 11,562.50	\$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	12/12/2023	\$ 82,015.80	\$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/7/2024	71,050.63	164,628.93

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. 3F. Additional work desired by the County: This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers.

**Adjusted Price = \$17,858,891.39**

**Project Name: Bud Stockton Extension (CR 305 to FM 487)**

**Project No. 23IFB13**

Original Contract Price = \$5,917,275.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023		177	6	183	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	2/1/2023	2/28/2023	16	\$173,685.65	\$173,685.65	\$19,298.41	\$19,298.41	3	9
2	3/1/2023	3/31/2023	31	\$509,598.69	\$683,284.34	\$56,622.07	\$75,920.48	13	26
3	4/1/2023	4/30/2023	30	\$596,757.76	\$1,280,042.10	\$66,306.42	\$142,226.90	25	42
4	5/1/2023	5/31/2023	31	\$935,377.65	\$2,215,419.75	\$103,930.85	\$246,157.75	43	59
5	6/1/2023	6/30/2023	30	\$493,627.50	\$2,709,047.25	\$54,847.50	\$301,005.25	52	75
6	7/1/2023	7/31/2023	31	\$1,774,451.07	\$4,483,498.32	\$197,161.23	\$498,166.48	86	92
7	8/1/2023	8/31/2023	14	\$822,967.99	\$5,306,466.31	-\$218,878.78	\$279,287.70	92	100
8	9/1/2023	9/30/2023	0	\$220,970.36	\$5,527,436.67	-\$166,482.87	\$112,804.83	98	100
9	10/1/2023	10/31/2023	0	\$27,078.46	\$5,554,515.13	\$552.62	\$113,357.45	98	100
10	11/1/2023	3/1/2024	0	\$15,204.70	\$5,569,719.83	\$310.30	\$113,667.75	99	100

8/31/2024 Comments - Awaiting vegetation establishment.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/23/2023	\$ 97,110.00	\$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/14/2024	-292,169.97	-159,229.38

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	7/16/2024	2,905.00	-156,324.38

4.Third Party Accommodations. 4B. Third party requested work: This Change Order compensates the contractor for adding additional "T" post and tightening a portion of the newly installed fence along the Hawthorne Parcel and Wilco ROW.

**Adjusted Price = \$5,760,950.62**

**Project Name: CR 307 and CR 305**  
**Project No. 23IFB34**

Original Contract Price = \$2,796,832.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/22/2023	3/7/2023	4/7/2023	4/17/2023	2/12/2024		120	181	301

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	4/1/2023	4/30/2023	13	\$105,372.90	\$105,372.90	\$11,708.10	\$11,708.10	5	4
2	5/1/2023	5/31/2023	31	\$78,480.00	\$183,852.90	\$8,720.00	\$20,428.10	8	15
3	6/1/2023	6/30/2023	30	\$319,844.70	\$503,697.60	\$35,538.30	\$55,966.40	22	25
4	7/1/2023	7/31/2023	31	\$298,387.80	\$802,085.40	\$33,154.20	\$89,120.60	34	35
5	8/1/2023	8/31/2023	31	\$262,632.60	\$1,064,718.00	\$29,181.40	\$118,302.00	46	45
6	9/1/2023	9/30/2023	30	\$9,900.00	\$1,074,618.00	\$1,100.00	\$119,402.00	46	55
7	10/1/2023	10/31/2023	31	\$128,916.90	\$1,203,534.90	\$14,324.10	\$133,726.10	51	65
8	11/1/2023	11/30/2023	30	\$554,425.38	\$1,757,960.28	-\$41,201.87	\$92,524.23	71	75
9	12/1/2023	12/31/2023	31	\$6,650.00	\$1,764,610.28	\$350.00	\$92,874.23	72	76
10	1/1/2024	1/31/2024	31	\$585,425.81	\$2,350,036.09	\$30,811.88	\$123,686.11	95	89
11	2/1/2024	2/29/2024	12	\$158,831.53	\$2,508,867.62	-\$72,484.73	\$51,201.38	99	100
12	3/1/2024	3/31/2024	0	\$31,267.10	\$2,540,134.72	\$638.10	\$51,839.48	100	100
13	4/1/2024	5/31/2024	0	\$27,528.48	\$2,567,663.20	-\$25,903.49	\$25,935.99	100	100
14	6/1/2024	7/31/2024	0	\$29,435.99	\$2,597,099.19	-\$25,935.99	\$0.00	100	100

8/31/2024 Comments - Project close out in progress.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/2/2023	\$ 10,447.50	\$ 10,447.50

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

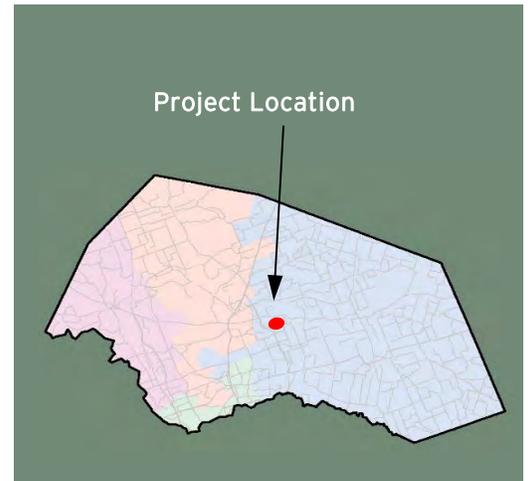
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	2/14/2024	\$ 35,000.00	\$ 45,447.50

6C. Utilities not clear. This Change Order adds days to the contract time and increases the Barricades, signs, and traffic handling item due to the utility conflicts not being cleared by the dates stated in the Project Construction Manual.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	6/24/2024	-245,181.11	-199,733.61

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$2,597,099.19



**Corridor C / SH 29 Bypass  
(Sam Houston Avenue at Patriot Way to SH 29)**

**Project Length: 2.3 Miles  
Roadway Classification: Suburban Arterial**

**Project Schedule: October 2023 - Summer 2026  
Estimated Construction Cost: \$30.5 Million**



## **AUGUST 2024 IN REVIEW**

8/2/24: Capital Excavation continued setting deck panels for the SH 130 bridge and continued pouring concrete riprap at various locations throughout the project.

8/9/24: Capital poured the deck for spans 1-3 on the SH 130 bridge. Capital continued placing topsoil throughout the project.

8/16/24: Capital continued forming and pouring concrete riprap at various locations throughout the project. Capital continued processing flexible base along the SH 29 widening.

8/23/24: Capital continued forming and tying steel for spans 6-8 on the SH 130 bridge. Subcontractor ESSI continued seeding and placing erosion control blankets at various locations throughout project.

8/30/24: Capital continued placing topsoil throughout the project. Subcontractor ESSI began installing permanent small signs throughout project.



**Design Engineer: Atkins  
Contractor: Capital Excavation  
Construction Observation:  
Joseph Jones, HNTB**

**Williamson County  
Road Bond Program**

**Corridor C / SH 29 Bypass  
Project No. 23IFB67**

Original Contract Price = \$30,540,848.03

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
8/15/2023	8/22/2023	9/20/2023	9/30/2023			973		973	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	9/30/2023	9/30/2023	1	\$1,397,211.48	\$1,397,211.48	\$155,245.72	\$155,245.72	5	0
2	10/1/2023	10/31/2023	31	\$1,541,032.92	\$2,938,244.40	\$171,225.88	\$326,471.60	11	3
3	11/1/2023	11/30/2023	30	\$1,838,538.26	\$4,776,782.66	\$204,282.03	\$530,753.63	17	6
4	12/1/2023	12/31/2023	31	\$2,431,249.16	\$7,208,031.82	\$270,138.79	\$800,892.42	26	10
5	1/1/2024	1/31/2024	31	\$1,078,672.93	\$8,286,704.75	\$119,852.55	\$920,744.97	30	13
6	2/1/2024	2/29/2024	29	\$2,770,832.24	\$11,057,536.99	\$307,870.25	\$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	\$1,644,580.73	\$12,702,117.72	\$182,731.19	\$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	\$3,003,806.67	\$15,705,924.39	\$333,756.30	\$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	\$1,749,723.10	\$17,455,647.49	\$194,413.68	\$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	\$3,336,725.12	\$20,792,372.61	-\$845,180.99	\$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	\$769,078.30	\$21,561,450.91	\$40,477.81	\$1,134,813.21	74	31

8/31/2024      The Contractor continued placing concrete bridge deck and forming and tying steel for future spans pours on the SH 130 bridge. The Contractor continued placing topsoil and processing flexible base in various locations throughout the project. The Contractor began installing permanent small signs and placed prime and seal coat in various locations throughout the project.

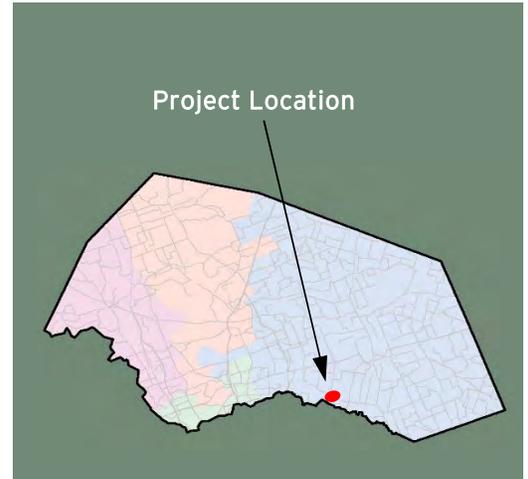
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/2/2024	\$ 6,201.00	\$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/3/2024	\$ 9,568.50	\$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = \$30,556,617.53



**CR 129**  
**(South of Brushy Creek to North of Williamson County Line)**

**Project Length: 0.468 Miles**  
**Roadway Classification: Rural Highway**

**Project Schedule: March 2024 - Late 2024**  
**Estimated Construction Cost: \$2.4 Million**



## AUGUST 2024 IN REVIEW

8/2/24: Chasco fine graded the lime treated subgrade for the entire project. The contractor placed geo-grid and began processing flexible base for the entire project.

8/9/24: Chasco completed placing geo-grid and processing flexible base for the entire project. Chasco graded all driveways in preparation for asphalt paving next week.

8/16/24: Chasco continued grading all driveways in preparation for asphalt this week. Subcontractor Texas Materials placed prime, chip seal, and paved the first lift of asphalt for the entire length of the project.

8/23/24: Chasco continued placing topsoil on the front slopes of the ditches throughout the project. The contractor placed a small underdrain in the southbound CR 129 ditch line at the north end of the project.

8/30/24: Chasco began forming and pouring concrete for the safety end treatments on the driveways in the middle section of the project.



Design Engineer: Garver  
 Contractor: Chasco Constructors  
 Construction Observation:  
 Kyle McCoy, HNTB

Williamson County  
 Road Bond Program

**County Road 129  
Project No. 24IFB23**

Original Contract Price = \$2,463,313.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>		
1/17/2024	1/30/2024	2/21/2024	3/4/2024			215		215		
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>	
1	3/4/2024	3/31/2024	28	\$81,166.50	\$81,166.50	\$9,018.50	\$9,018.50	4	13	
2	4/1/2024	4/30/2024	30	\$310,646.25	\$391,812.75	\$34,516.25	\$43,534.75	18	27	
3	5/1/2024	5/31/2024	31	\$263,047.50	\$654,860.25	\$29,227.50	\$72,762.25	30	41	
4	6/1/2024	6/30/2024	30	\$231,940.35	\$886,800.60	\$25,771.15	\$98,533.40	40	55	
5	7/1/2024	7/31/2024	31	\$174,474.36	\$1,061,274.96	\$19,386.04	\$117,919.44	48	70	
8/31/2024	Comments -	The contractor finished placing HMA pavement and continued placing topsoil on the front slopes of the ditches throughout the project. Chasco continued forming and pouring concrete for driveways and the culvert safety end treatments throughout the project.								
						Adjusted Price = \$2,463,313.00				

**CR 332 Realignment  
Project No. 24IFB14**

Original Contract Price = \$2,545,345.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/5/2023	12/12/2023	2/5/2024	2/15/2024			240		240	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time</u>
1	2/5/2024	2/29/2024	15	\$535,916.70	\$535,916.70	\$59,546.30	\$59,546.30	23	6
2	3/1/2024	3/31/2024	31	\$565,245.45	\$1,101,162.15	\$62,805.05	\$122,351.35	48	19
3	4/1/2024	4/30/2024	30	\$108,512.78	\$1,209,674.93	\$12,056.98	\$134,408.33	52	32
4	5/1/2024	5/31/2024	31	\$194,134.50	\$1,403,809.43	\$21,570.50	\$155,978.83	61	45
5	6/1/2024	6/30/2024	30	\$417,247.12	\$1,821,056.55	\$46,360.79	\$202,339.62	79	57
6	7/1/2024	7/31/2024	22	\$553,976.59	\$2,375,033.14	-\$153,869.56	\$48,470.06	95	66

8/31/2024      Comments - Awaiting vegetation establishment. Chasco continued vegetative watering.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/24/2024	\$ 17,175.00	\$ 17,175.00

4. Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

Adjusted Price = \$2,562,520.00

**CR 138 Right Turn Lane at SH 130  
Project No. 24IFB19**

Original Contract Price = \$1,748,938.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2023	1/9/2024	2/12/2024	2/22/2024	5/6/2024	8/26/2024	120		120	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoiced Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	2/20/2024	2/29/2024	10	\$167,340.78	\$167,340.78	\$18,593.42	\$18,593.42	13	8
2	3/1/2024	3/31/2024	31	\$331,151.09	\$498,491.87	\$36,794.57	\$55,387.99	38	34
3	4/1/2024	4/30/2024	30	\$744,553.73	\$1,243,045.60	\$82,728.19	\$138,116.18	96	59
4	5/1/2024	5/31/2024	6	\$153,988.33	\$1,397,033.93	-\$109,605.28	\$28,510.90	99	64
5	6/1/2024	6/30/2024	0	\$11,568.62	\$1,408,602.55	\$236.09	\$28,746.99	100	64
6	7/1/2024	8/31/2024	0	\$33,746.99	\$1,442,349.54	-\$28,746.99	\$0.00	100	64

8/31/2024 Comments - The project was granted Final Acceptance on 8/26/24.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/7/2024	\$ 29,920.92	\$ 29,920.92

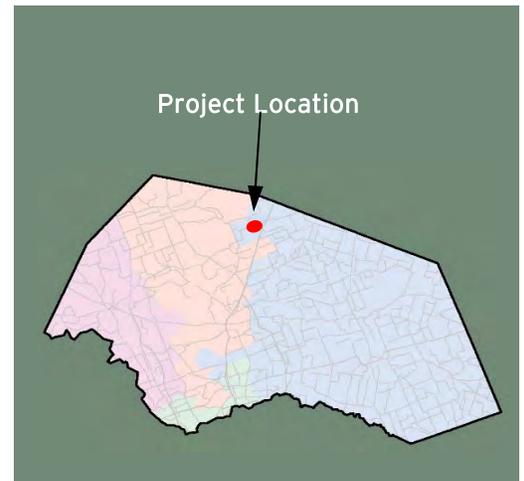
3F. Additional work desired by the County. This Change Order compensates the Contractor for the installation of additional signs to the project to increase the safety along the roadway as well as addressing the roadway name change. This Change Order also adds a pedestrian handrail to increase the safety along a section of the shared use path, and adds a line item for law enforcement presence during nighttime lane closure operations at the intersection of CR 138 and SH 130.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/22/2024	\$ (336,510.13)	\$ (306,589.21)

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds small signs to increase the safety of the roadway and adds an item to repair an existing crash cushion attenuator.

---

Adjusted Price = \$1,442,349.54



**Bud Stockton at FM 487 Traffic Signal  
(Intersection of Bud Stockton & FM 487)**

**Project Length: 1000 Feet  
Roadway Classification: Major Collector**

**Project Schedule: July 2024 - Late 2024  
Estimated Construction Cost: \$0.6M**



## **AUGUST 2024 IN REVIEW**

8/2/24: Subcontractor Myers Concrete continued excavating, forming, and pouring curb and sidewalk at corners of FM 487 and Bud Stockton intersection.

8/9/24: Subcontractor Myers Concrete continued excavating, forming, and pouring curb and sidewalk at corners of FM 487 and Bud Stockton intersection.

8/16/24: Subcontractor Myers Concrete began installing pedestrian handrail and detectable pavers in sidewalk curb ramps at the corners of the FM 487 and Bud Stockton intersection.

8/23/24: No work conducted on the project. Austin Traffic Signal awaiting signal materials.

8/30/24: No work performed on the project. Austin Traffic Signal awaiting signal materials.



Design Engineer: Kimley Horn  
Contractor: Austin Traffic Signal  
Construction Observation:  
Joseph Jones, HNTB

Williamson County  
Road Bond Program

**Project Name: Bud Stockton at FM 487 Traffic Signal**

**Project No. 24IFB33**

Original Contract Price = \$553,983.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Completion Certificate</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/14/2024	4/25/2024	7/12/2024	7/22/2024			263		263

8/31/2024      Comments - The Contractor excavated, formed, and poured curb and sidewalk at the corners of the FM 487 and Bud Stockton intersection. The Contractor installed pedestrian handrail and detectable pavers at the ADA ramps at the corners of the FM 487 and Bud Stockton intersection. The Contractor is waiting on signal materials.

Adjusted Price = \$553,983.00

**Commissioners Court - Regular Session**

55.

**Meeting Date:** 09/17/2024

Approval of Purchase of Williamson County Fleet Vehicles with Lake Country Chevrolet, Inc. – Countywide Departments

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on purchase contract #2024292 for Williamson County Fleet Vehicles with Lake Country Chevrolet, Inc. for a total amount of \$6,342,164.03 through TIPS cooperative contracts #210907 and #240102.

**Background**

A Purchase Order for awarded vehicles will be issued in October to place the order. Approved FY 25 funding sources per department are noted on the attached order summary and back-up documentation. Origination #598. The points of contact are Kevin Teller and Joy Simonton.

**Fiscal Impact**

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

**Attachments**

Lake Country Chevrolet, Inc. Agreement  
Vendor 1295 Form

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Joy Simonton  
Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:21 AM  
Started On: 09/12/2024 05:33 AM

---

---

**WILLIAMSON COUNTY ADDENDUM  
FOR GOODS AND SERVICES  
LAKE COUNTRY CHEVROLET 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 ADDENDUM FOR GOODS AND SERVICES** (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 **Lake Country Chevrolet Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. FY 25 Williamson County Fleet Vehicle Specification (**Exhibit A**);
- B. Vehicle Order Summary (**Exhibit B**);
- C. TIPS Contracts #210907 and #240102; and
- D. This Williamson County Addendum

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

**II.**

**Effective Date:** This Addendum shall be in full force and effect as of the date of the last party’s execution below.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in the Vehicle Order Summary (**Exhibit B**). 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.

IV.

**Tax Exemption:** The Parties acknowledge that 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

V.

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

VI.

**INDEMNIFICATION - 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 ADDENDUM 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.

VII.

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

VIII.

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

IX.

**Termination:** This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods received.

X.

**Venue and Applicable Law:** Venue of this Addendum 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 Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

**Right to Audit:** Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Addendum 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.

XIII.

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Addendum.

XIV.

**No Assignment:** Vendor may not assign this Addendum without prior written consent.

XV.

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

**XVI.**

**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.

**XVII.**

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

**XVIII.**

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

**XIX.**

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

**XX.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

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

Judge Bill Gravell, Jr.,  
County Judge

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

**VENDOR:**

Lake Country Chevrolet Inc.  
\_\_\_\_\_  
Name of Vendor

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

*Heath Donalson*

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

Heath Donalson  
\_\_\_\_\_  
Printed Name

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

Date: September 19, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court

Date: Sep 10 2024 Time: 1:54 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor

Williamson County Auditor's Office

Date: Sep 10 2024 Time: 2:19 pm

## Exhibit A



**FY 25 Williamson County Fleet Vehicle Specifications – Lake Country Chevrolet**

Supplier: **Lake Country Chevrolet**

POC: Seth Gamblin

**Delivery and Acceptance Location:**

Williamson County Wireless Department  
3171 SE Inner Loop  
Georgetown, TX 78626

Williamson County Wireless staff member shall sign receipt of vehicle. Fleet Department staff shall have 30 days to verify that vehicle meets specification and is in working order.

**Delivery Timelines:**

Supplier (**Lake Country Chevrolet**) shall deliver 10 Chevy Tahoes per month with completed upfitting to Williamson County within 30 calendar days of delivery on vehicle from Manufacturer to supplier.

**Upfitting:**

Upfitting shall be subcontracted to Dana Safety Supply. Pricing shall note and utilize associated quotes noted on the order.

**Turnkey Units:**

Units shall be delivered to include the specified upfitting components, complete with installation, Williamson County wireless components installed, specified decals installed, four (4) associated key fobs and license plates.

**Wireless Components:**

Williamson County IT Services shall provide and deliver wireless components as needed per vehicle within 48-hours of the vehicle arriving at Dana Safety Supply. Associated unit/VIN# number shall be provided to Dana Safety Supply by Williamson County IT Services.

Dana Safety Supply shall sign for wireless components in the form of a receipt and provide receipt to Williamson County IT Services.

**Status of Units:**



---

Supplier shall provide a weekly status report to Williamson County Fleet Department of annual order reflecting:

- Manufacturer Status/VIN
- Upfit Status
- Delivery Timeline

**Decals:**

Decal design shall be provided by Williamson County Fleet Department. Williamson County Fleet Department has the authority to approve decal design prior to application.

**License Plates:**

Williamson County shall apply for and obtain the license plates.

**Invoicing:**

Invoicing shall be submitted to Williamson County after a turnkey vehicle is delivered per the specifications herein. Invoicing shall be issued per line item and reference the associated Purchase Order. No additional delivery fees shall apply. Invoicing shall be sent to:

Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org)

**Warranty:**

Manufacturer's warranty shall apply to the vehicle unit. A lifetime warranty shall apply to all upfit components and installation provided by Dana Safety Supply for as long Williamson County owns the vehicle. Warranty shall begin when turnkey and completed vehicle is delivered and accepted by Williamson County at the Wireless Department.

**Purchase Order:**

Williamson County shall provide supplier with a purchase order(s) detailing the quantity, vehicle type, upfit specification, and agreed upon price for annual order.

**Point of Contact:**

Williamson County's point of contact for the annual order shall be:  
Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org) 512-943-3368



---

**TxDMV Vehicle Registration and Title Procedures:**

All documentation can be mailed to the Auditor's Office at the address below or delivered with the vehicle.

Williamson County Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

All vehicles purchased should have the information below completed for registration and titling:

Purchaser: Williamson County  
Address: ATTN: Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

The following must be received from and/or processed by the dealership:

- MCO (manufacturer's certificate of origin) and MSO (manufacturer's statement of origin)
- 130-U Form, Application for Texas Certificate of Title
- Odometer Disclosure Statement
- Copy of Buyer's Tag (w/Temp Tag indicated)
- VTR-136, County of Title Issuance

The Auditor's Office will prepare the appropriate paperwork for the appropriate plates to be issued as indicated by the department:

- Marked: Exempt/Standard Exempt: VTR-62-A
- Unmarked: Regular Exempt: VTR-119

## Exhibit B

Williamson County Lake Country Chevrolet FY 25 Order Summary

005700 FY2025 Recommended Summary		Unit Model Approved for Replacement	Color and other notes	Unit Type	Unit #	Silaboo Vehicle Price	Dana Uplift Quota	Dana Uplift Quote Amount	TOTAL TURKEY UNIT PRICE	Comments
01-0100-0440		DISTRICT ATTORNEY-CR New Position	Black	New		\$60,073.75	NA		\$60,073.75	Spl. Investigator
EMS										
3	EMS 1 RR	Tahoe 4x4	White, LE Style Console	Replacement	EB1749	\$56,913.00		\$23,125.74	\$81,038.74	
4	EMS 2 CP	Tahoe 4x4	White, LE Style Console	Replacement	EB1750	\$56,813.00		\$23,125.74	\$81,038.74	
01-0100-0451		CONSTABLE PRECINCT 1								
1		Tahoe RWD	Black	Replacement	1B1636	\$55,986.25		\$28,040.97	\$84,027.22	Uplift corrected for lower price 0/23.
2		Tahoe RWD	Black	Replacement	1B1811	\$55,986.25		\$28,040.97	\$84,027.22	
3		Tahoe 4x4	Black	Replacement	1B1813	\$57,986.25		\$28,040.97	\$86,027.22	
4		Tahoe 4x4	Black	Replacement	1B1814	\$57,986.25		\$28,040.97	\$86,027.22	
5		Tahoe RWD	Black	Replacement	1B1816	\$55,986.25		\$28,040.97	\$84,027.22	
01-0100-0452		CONSTABLE PRECINCT 2								
2		Tahoe 4x4	Black	Replacement	2B1999	\$57,986.25		\$30,585.34	\$88,571.59	
3		Tahoe RWD	Black	Replacement	2B2008	\$55,986.25		\$30,585.34	\$86,571.59	
01-0100-0453		CONSTABLE PRECINCT 3								
1		Tahoe RWD	Black	Replacement	3B1912	\$55,986.25		\$30,585.34	\$86,571.59	
2		Tahoe RWD	Black	Replacement	3B1916	\$55,986.25		\$30,585.34	\$86,571.59	
01-0100-0454		CONSTABLE PRECINCT 4								
2		1/2 Ton PPV	SILVERADO Black, Month/year 2024	Replacement	4B2069	\$55,875.50	541824	\$25,118.06	\$80,993.56	
01-0100-0560		COUNTY SHERIFF								
3	Patrol	Tahoe RWD	Black	Replacement	SA1884	\$55,986.25		\$30,585.34	\$86,571.59	
4	Patrol	Tahoe 4x4	Black	Replacement	SB1250	\$57,986.25		\$30,585.34	\$88,571.59	
5	Patrol	Tahoe 4x4	Black	Replacement	SB1254	\$57,986.25		\$30,585.34	\$88,571.59	
6	Patrol	Tahoe 4x4	Black	Replacement	SB1861	\$57,986.25		\$30,585.34	\$88,571.59	
7	Patrol	Tahoe 4x4	Black	Replacement	SB1862	\$57,986.25		\$30,585.34	\$88,571.59	
8	Patrol	Tahoe 4x4	Black	Replacement	SB1870	\$57,986.25		\$30,585.34	\$88,571.59	
9	Patrol	Tahoe 4x4	Black	Replacement	SB1909	\$57,986.25		\$30,585.34	\$88,571.59	
10	Patrol	Tahoe 4x4	Black	Replacement	SB1917	\$57,986.25		\$30,585.34	\$88,571.59	
11	Patrol	Tahoe 4x4	Black	Replacement	SB1918	\$57,986.25		\$30,585.34	\$88,571.59	
12	Patrol	Tahoe 4x4	Black	Replacement	SB1960	\$57,986.25		\$30,585.34	\$88,571.59	
13	Patrol	Tahoe 4x4	Black	Replacement	SB1961	\$57,986.25		\$30,585.34	\$88,571.59	
14	Patrol	Tahoe 4x4	Black	Replacement	SB1962	\$57,986.25		\$30,585.34	\$88,571.59	
15	Patrol	Tahoe 4x4	Black	Replacement	SB1965	\$57,986.25		\$30,585.34	\$88,571.59	
16	Patrol	Tahoe 4x4	Black	Replacement	SB1966	\$57,986.25		\$30,585.34	\$88,571.59	
17	Patrol	Tahoe 4x4	Black	Replacement	SB1967	\$57,986.25		\$30,585.34	\$88,571.59	
18	Patrol	Tahoe 4x4	Black	Replacement	SB1970	\$57,986.25		\$30,585.34	\$88,571.59	
19	Patrol	Tahoe RWD	Black	Replacement	SB1972	\$55,986.25		\$30,585.34	\$86,571.59	
20	Patrol	Tahoe RWD	Black	Replacement	SB1973	\$55,986.25		\$30,585.34	\$86,571.59	
21	Patrol	Tahoe RWD	Black	Replacement	SB1974	\$55,986.25		\$30,585.34	\$86,571.59	
22	Patrol	Tahoe RWD	Black	Replacement	SB1979	\$55,986.25		\$30,585.34	\$86,571.59	
23	Patrol	Tahoe RWD	Black	Replacement	SB1982	\$55,986.25		\$30,585.34	\$86,571.59	
24	Patrol	Tahoe RWD	Black	Replacement	SB1983	\$55,986.25		\$30,585.34	\$86,571.59	
25	Patrol	Tahoe RWD	Black	Replacement	SB1985	\$55,986.25		\$30,585.34	\$86,571.59	
26	Patrol	Tahoe RWD	Black	Replacement	SB1986	\$55,986.25		\$30,585.34	\$86,571.59	
27	Patrol	Tahoe RWD	Black	Replacement	SB1988	\$55,986.25		\$30,585.34	\$86,571.59	
28	Patrol	Tahoe RWD	Black	Replacement	SB1989	\$55,986.25		\$30,585.34	\$86,571.59	
29	Patrol	Tahoe RWD	Black	Replacement	SB2010	\$55,986.25		\$30,585.34	\$86,571.59	
30	Patrol	Tahoe RWD	Black	Replacement	SB2013	\$55,986.25		\$30,585.34	\$86,571.59	
31	Patrol	Tahoe RWD	Black	Replacement	SB2020	\$55,986.25		\$30,585.34	\$86,571.59	
32	Patrol	Tahoe RWD	Black	Replacement	SB2021	\$55,986.25		\$30,585.34	\$86,571.59	
33	Patrol	Tahoe RWD	Black	Replacement	SB2022	\$55,986.25		\$30,585.34	\$86,571.59	
34	Patrol	Tahoe RWD	Black	Replacement	SB2023	\$55,986.25		\$30,585.34	\$86,571.59	
35	Patrol	Tahoe RWD	Black	Replacement	SB2025	\$55,986.25		\$30,585.34	\$86,571.59	
36	Patrol	Tahoe RWD	Black	Replacement	SB2027	\$55,986.25		\$30,585.34	\$86,571.59	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

LAKE COUNTRY CHEVROLET  
SILSBEE , TX United States

**Certificate Number:**  
2024-1211889

**Date Filed:**  
09/09/2024

**Date Acknowledged:**

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

WILLIAMSON COUNTY

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

2024292  
FLEET VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SETH GAMBLIN, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], TX, 77656, USA  
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEAXS, on the 09 day of SEP, 2024  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 LAKE COUNTRY CHEVROLET  
 SILSBEE , TX United States

**Certificate Number:**  
 2024-1211889

**Date Filed:**  
 09/09/2024

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

**Date Acknowledged:**  
 09/12/2024

**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.**  
 2024292  
 FLEET VEHICLES

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

**56.**

**Meeting Date:** 09/17/2024

Approval of Purchase of Williamson County Fleet Vehicles with Silsbee Ford, Inc. – Countywide Departments

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on purchase contract #2024291 for Williamson County Fleet Vehicles with Silsbee Ford, Inc. for a total amount of \$104,511.75 through TIPS cooperative contracts #210907 and 240102.

**Background**

A Purchase Order for awarded vehicles will be issued in October to place the order. Approved FY 25 funding sources per department are noted on the attached order summary and back-up documentation. Origination #598. The points of contact are Kevin Teller and Joy Simonton.

**Fiscal Impact**

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

**Attachments**

Silsbee Ford, Inc. Agreement  
Vendor 1295 Form

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Joy Simonton  
Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:22 AM  
Started On: 09/12/2024 05:49 AM

---

---

**WILLIAMSON COUNTY ADDENDUM  
FOR GOODS AND SERVICES  
SILSBEE FORD 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 ADDENDUM FOR GOODS AND SERVICES** (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 **Silsbee Ford Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. FY 25 Williamson County Fleet Vehicle Specification (**Exhibit A**);
- B. Vehicle Order Summary (**Exhibit B**);
- C. TIPS Contracts #210907 and #240102; and
- D. This Williamson County Addendum

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

**II.**

**Effective Date; and Delivery:** This Addendum shall be in full force and effect as of the date of the last party’s execution below. The Vendor shall deliver the vehicles to the Country on or before October 31, 2024.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in the Vehicle Order Summary (**Exhibit B**). 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.

#### IV.

**Tax Exemption:** The Parties acknowledge that 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

#### V.

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

#### VI.

**INDEMNIFICATION - 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 ADDENDUM 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.

#### VII.

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

VIII.

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

IX.

**Termination:** This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods received.

X.

**Venue and Applicable Law:** Venue of this Addendum 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 Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

**Right to Audit:** Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Addendum 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.

XIII.

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Addendum.

XIV.

**No Assignment:** Vendor may not assign this Addendum without prior written consent.

**XV.**

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

**XVI.**

**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.

**XVII.**

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

**XVIII.**

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

**XIX.**

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

**XX.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

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

Judge Bill Gravell, Jr.,  
County Judge

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

**VENDOR:**

Silsbee Ford Inc.

Name of Vendor

Heath Donalson  
Authorized Signature

Heath Donalson  
Printed Name

Date: September 9, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 10 2024 Time: 1:54 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Sep 10 2024 Time: 2:18 pm

## Exhibit A



**FY 25 Williamson County Fleet Vehicle Specifications – Silsbee Ford**

Supplier: **Silsbee Ford**

POC: Seth Gamblin

**Delivery and Acceptance Location:**

Williamson County Wireless Department  
3171 SE Inner Loop  
Georgetown, TX 78626

Williamson County Wireless staff member shall sign receipt of vehicle. Fleet Department staff shall have 30 days to verify that vehicle meets specification and is in working order.

**Delivery Timelines:**

Supplier (**Silsbee Ford**) shall deliver specified new model 2024 model pick-up truck trucks as follows:

- F150 VIN #1346 by 10/31/24
- F250 must be ordered

**Upfitting:**

Upfitting shall be subcontracted to Dana Safety Supply. Pricing shall note and utilize associated quotes noted on the order.

**Turnkey Units:**

Units shall be delivered to include the specified upfitting components, complete with installation, Williamson County wireless components installed, specified decals installed, four (4) associated key fobs and license plates.

**Wireless Components:**

Williamson County IT Services shall provide and deliver wireless components as needed per vehicle within 48-hours of the vehicle arriving at Dana Safety Supply. Associated unit/VIN# number shall be provided to Dana Safety Supply by Williamson County IT Services.

Dana Safety Supply shall sign for wireless components in the form of a receipt and provide receipt to Williamson County IT Services.



---

**Status of Units:**

Supplier shall provide a weekly status report to Williamson County Fleet Department of annual order reflecting:

- Manufacturer Status/VIN
- Upfit Status
- Delivery Timeline

**Decals:**

Decal design shall be provided by Williamson County Fleet Department. Williamson County Fleet Department has the authority to approve decal design prior to application.

**License Plates:**

Williamson County shall apply for and obtain the license plates.

**Invoicing:**

Invoicing shall be submitted to Williamson County after a turnkey vehicle is delivered per the specifications herein. Invoicing shall be issued per line item and reference the associated Purchase Order. No additional delivery fees shall apply. Invoicing shall be sent to:

Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org)

**Warranty:**

Manufacturer's warranty shall apply to the vehicle unit. A lifetime warranty shall apply to all upfit components and installation provided by Dana Safety Supply for as long Williamson County owns the vehicle. Warranty shall begin when turnkey and completed vehicle is delivered and accepted by Williamson County at the Wireless Department.

**Purchase Order:**

Williamson County shall provide supplier with a purchase order(s) detailing the quantity, vehicle type, upfit specification, and agreed upon price for annual order.

**Point of Contact:**

Williamson County's point of contact for the annual order shall be:  
Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org)                      512-943-3368



---

**TxDMV Vehicle Registration and Title Procedures:**

All documentation can be mailed to the Auditor's Office at the address below or delivered with the vehicle.

Williamson County Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

All vehicles purchased should have the information below completed for registration and titling:

Purchaser: Williamson County  
Address: ATTN: Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

The following must be received from and/or processed by the dealership:

- MCO (manufacturer's certificate of origin) and MSO (manufacturer's statement of origin)
- 130-U Form, Application for Texas Certificate of Title
- Odometer Disclosure Statement
- Copy of Buyer's Tag (w/Temp Tag indicated)
- VTR-136, County of Title Issuance

The Auditor's Office will prepare the appropriate paperwork for the appropriate plates to be issued as indicated by the department:

- Marked: Exempt/Standard Exempt: VTR-62-A
- Unmarked: Regular Exempt: VTR-119

## Exhibit B



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

SILSBEE FORD  
SILSBEE, TX United States

**Certificate Number:**  
2024-1211888

**Date Filed:**  
09/09/2024

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

WILLIAMSON COUNTY

**Date Acknowledged:**  
09/12/2024

**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.**

2024291  
FLEET VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

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

### 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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:**  
2024-1211888

**Date Filed:**  
09/09/2024

**Date Acknowledged:**

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

SILSBEE FORD  
SILSBEE, 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.**

2024291  
FLEET VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SETH GAMBLIN, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], TX, 77656, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 09 day of SEP, 2024.  
(month) (year)

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

**Commissioners Court - Regular Session**

**57.**

**Meeting Date:** 09/17/2024

Approval of Purchase of Williamson County Fleet Vehicles with Donalson CDJR, LLC – Countywide Departments

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on purchase contract #2024293 for Williamson County Fleet Vehicles with Donalson CDJR, LLC for a total amount of \$358,504.09 through TIPS cooperative contracts #210907 and 240102.

**Background**

A Purchase Order for awarded vehicles will be issued in October to place the order. Approved FY 25 funding sources per department are noted on the attached order summary and back-up documentation. Origination #598. The points of contact are Kevin Teller and Joy Simonton.

**Fiscal Impact**

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

**Attachments**

Donalson CDJR, LLC Agreement  
Vendor 1295 Form

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:23 AM

Started On: 09/12/2024 05:53 AM

---

---

**WILLIAMSON COUNTY ADDENDUM  
FOR GOODS AND SERVICES  
DONALSON CDJR, 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 ADDENDUM FOR GOODS AND SERVICES** (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 **Donalson CDJR, LLC** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Incorporated Documents:** This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Addendum include the following:

- A. FY 25 Williamson County Fleet Vehicle Specification (**Exhibit A**);
- B. Vehicle Order Summary (**Exhibit B**);
- C. TIPS Contracts #210907 and #240102; and
- D. This Williamson County Addendum

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

**II.**

**Effective Date; and Delivery:** This Addendum shall be in full force and effect as of the date of the last party’s execution below. The Vendor shall deliver the vehicles to the County on or before October 31, 2024.

**III.**

**Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in the Vehicle Order Summary (**Exhibit B**). 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.

#### IV.

**Tax Exemption:** The Parties acknowledge that 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 Vendor upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Vendor for the supplies or products provided or any services rendered.

#### V.

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

#### VI.

**INDEMNIFICATION - 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 ADDENDUM 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.

#### VII.

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

VIII.

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

IX.

**Termination:** This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods received.

X.

**Venue and Applicable Law:** Venue of this Addendum 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 Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

**Right to Audit:** Vendor agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Addendum 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.

XIII.

**Good Faith Clause:** Vendor agrees to act in good faith in the performance of this Addendum.

XIV.

**No Assignment:** Vendor may not assign this Addendum without prior written consent.

**XV.**

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

**XVI.**

**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.

**XVII.**

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

**XVIII.**

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

**XIX.**

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

**XX.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

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

Judge Bill Gravell, Jr.,  
County Judge

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

**VENDOR:**

Donalson CDJR, LLC

Name of Vendor

Heath Donalson

Authorized Signature

Heath Donalson

Printed Name

Date: September 9, 2024

**Approved as to Legal Form**  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Sep 10 2024 Time: 1:52 pm

**Reviewed by Contract Audit**  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Sep 10 2024 Time: 2:19 pm

## Exhibit A



**FY 25 Williamson County Fleet Vehicle Specifications – Donaldson DCJR**

Supplier: **Donaldson DCJR**

POC: Seth Gamblin

**Delivery and Acceptance Location:**

Williamson County Wireless Department  
3171 SE Inner Loop  
Georgetown, TX 78626

Williamson County Wireless staff member shall sign receipt of vehicle. Fleet Department staff shall have 30 days to verify that vehicle meets specification and is in working order.

**Delivery Timelines:**

Supplier (**Donaldson DCJR**) shall deliver the seven (7) specified new model 2024 Dodge Chargers with completed upfitting to Williamson County no later than 12/31/24.

**Upfitting:**

Upfitting shall be subcontracted to Dana Safety Supply. Pricing shall note and utilize associated quotes noted on the order.

**Turnkey Units:**

Units shall be delivered to include the specified upfitting components, complete with installation, Williamson County wireless components installed, specified decals installed, four (4) associated key fobs and license plates.

**Wireless Components:**

Williamson County IT Services shall provide and deliver wireless components as needed per vehicle within 48-hours of the vehicle arriving at Dana Safety Supply. Associated unit/VIN# number shall be provided to Dana Safety Supply by Williamson County IT Services.

Dana Safety Supply shall sign for wireless components in the form of a receipt and provide receipt to Williamson County IT Services.

**Status of Units:**

Supplier shall provide a weekly status report to Williamson County Fleet Department of annual order reflecting:



- Manufacturer Status/VIN
- Upfit Status
- Delivery Timeline

**Decals:**

Decal design shall be provided by Williamson County Fleet Department. Williamson County Fleet Department has the authority to approve decal design prior to application.

**License Plates:**

Williamson County shall apply for and obtain the license plates.

**Invoicing:**

Invoicing shall be submitted to Williamson County after a turnkey vehicle is delivered per the specifications herein. Invoicing shall be issued per line item and reference the associated Purchase Order. No additional delivery fees shall apply. Invoicing shall be sent to:

Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org)

**Warranty:**

Manufacturer's warranty shall apply to the vehicle unit. A lifetime warranty shall apply to all upfit components and installation provided by Dana Safety Supply for as long Williamson County owns the vehicle. Warranty shall begin when turnkey and completed vehicle is delivered and accepted by Williamson County at the Wireless Department.

**Purchase Order:**

Williamson County shall provide supplier with a purchase order(s) detailing the quantity, vehicle type, upfit specification, and agreed upon price for annual order.

**Point of Contact:**

Williamson County's point of contact for the annual order shall be:  
Williamson County Fleet Division Director  
[Kevin.Teller@wilco.org](mailto:Kevin.Teller@wilco.org) 512-943-3368



---

**TxDMV Vehicle Registration and Title Procedures:**

All documentation can be mailed to the Auditor's Office at the address below or delivered with the vehicle.

Williamson County Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

All vehicles purchased should have the information below completed for registration and titling:

Purchaser: Williamson County  
Address: ATTN: Auditor's Office  
710 S. Main Street, Suite 301  
Georgetown, TX 78626

The following must be received from and/or processed by the dealership:

- MCO (manufacturer's certificate of origin) and MSO (manufacturer's statement of origin)
- 130-U Form, Application for Texas Certificate of Title
- Odometer Disclosure Statement
- Copy of Buyer's Tag (w/Temp Tag indicated)
- VTR-136, County of Title Issuance

The Auditor's Office will prepare the appropriate paperwork for the appropriate plates to be issued as indicated by the department:

- Marked: Exempt/Standard Exempt: VTR-62-A
- Unmarked: Regular Exempt: VTR-119

## Exhibit B

Williamson County Donalson CDIR FY 25 Order Summary

005700 FY2025 Recommended Summary		Unit Model Approved for Replacement	Color and other notes	Unit Type	Unit #	Sibboe Vehicle Price	Dana Unit Quote #	Dana Unit Quote Amount	TOTAL TURKNEY UNIT PRICE	Comments
Department Name										
03-0100-0800	COUNTY SHERIFF	Dodge Charger	Black, 2023 Model	Replacement	SA1772	\$39,847.75	Dana Unit Quote #	Dana Unit Quote Amount	TOTAL TURKNEY UNIT PRICE	
3 CID		Dodge Charger	Black, 2023 Model	Replacement	SA1879	\$39,847.75	540917	\$11,367.12	\$51,214.87	
4 CID		Dodge Charger	Black, 2023 Model	Replacement	SA1880	\$39,847.75	540917	\$11,367.12	\$51,214.87	
6 CID		Dodge Charger	Black, 2023 Model	Replacement	SB1652	\$39,847.75	540917	\$11,367.12	\$51,214.87	
10 CID		Dodge Charger	Black, 2023 Model	Replacement	SB1656	\$39,847.75	540917	\$11,367.12	\$51,214.87	
11 Support SV		Dodge Charger	Black, 2023 Model	Replacement	SB1630	\$39,847.75	540917	\$11,367.12	\$51,214.87	
14 CID		Dodge Charger	Black, 2023 Model	Replacement	SB1831	\$39,847.75	540917	\$11,367.12	\$51,214.87	
15 CID		Dodge Charger	Black, 2023 Model	Replacement	SB1831	\$39,847.75	540917	\$11,367.12	\$51,214.87	
									\$398,504.09	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

DONALSON CDJR  
SILSBEE, TX United States

**Certificate Number:**

2024-1211891

**Date Filed:**

09/09/2024

**Date Acknowledged:**

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

WILLIAMSON COUNTY

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

2024293  
FLEET VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, ALEX	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SETH GAMBLIN, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], TX, 77656, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 09 day of SEP, 2024.  
(month) (year)

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

**Commissioners Court - Regular Session**

**58.**

**Meeting Date:** 09/17/2024

Approval of Consent to Assignment from Alliance Transportation Group Inc. (the Assignor) to Alliance Transportation Group LLC (the Assignee) or Road and Bridge/County Engineer

**Submitted For:** Joy Simonton

**Submitted By:** Cheryl Johnson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Alliance Transportation Group Inc. (the Assignor) to Alliance Transportation Group LLC (the Assignee) for Design Engineering Services for Small Drainage and Small Roadway Projects. Road and Bridge/County Engineer regarding the execution of the Consent to Assignment is also to be considered.

**Background**

Alliance Transportation Group Inc. has changed to Alliance Transportation Group LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Alliance Transportation Group LLC. The department's point of Contact is Kon Kwon.

**Fiscal Impact**

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

**Attachments**

Alliance Transportation Group Inc. Agreement  
Form 1295 Alliance Transportation Group Inc.

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Cheryl Johnson  
Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/12/2024 08:00 AM  
09/12/2024 08:08 AM  
Started On: 08/23/2024 08:52 AM

## CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Alliance Transportation Group Inc.** (hereinafter "Assignor") hereby requests consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Alliance Transportation Group LLC** (hereinafter "Assignee") in the contract(s) described as follows:

**Contract #21RFSQ14 - Design Engineering Services for Small Drainage and Small Roadway Projects** (Awarded May 03, 2022), by and between County and Assignor, being awarded by County to Assignor on (which is incorporated herein by reference for all purposes (hereinafter "Contract)).

In consideration of the mutual promises and covenants contained herein, the County, Assignor, and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.
2. Following the execution of this Consent to Contract Assignment, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the Assignee was an original party to the Contract.
3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees, and legal representatives.
4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.
6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.
8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed, and made effective as of the date of the last party's execution below.

**COUNTY:**

**Williamson County, Texas**

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

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

**ASSIGNOR:**



By: ALLIANCE TRANSPORTATION GROUP, INC

Printed Name: Chad A. Wood

Title: Executive VP, COO

Date: August 22, 2024

**ASSIGNEE:**



By: ALLIANCE TRANSPORTATION GROUP, LLC

Printed Name: Chad A. Wood

Title: Executive VP, COO

Date: August 22, 2024



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Alliance Transportation Group, LLC  
Austin, TX United States

**Certificate Number:**  
2024-1204575

**Date Filed:**  
08/22/2024

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

Williamson County TX

**Date Acknowledged:**

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

21RFSQ14  
Professional engineering and planning services

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

[Redacted]

**6** [Redacted]  
My [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
[Redacted]

**Commissioners Court - Regular Session**

**59.**

**Meeting Date:** 09/17/2024

Award of RFSQ #24RFSQ17 Wilco Traffic Engineering Services to Alliance Transportation Group, LLC for Road Bond:

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to Alliance Transportation Group, LLC, in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source is Road Bonds.

**Background**

Alliance Transportation Group, LLC was recommended for award on 03.19.2024 item #68, through RFSQ #24RFSQ17, which established a group of top ranked firms, to assist Williamson County staff to provide Wilco Traffic Engineering Services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Alliance Transportation Group, LLC, is being selected to provide Traffic Engineering Services. The firms who are awarded On-Call Traffic Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

**Fiscal Impact**

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

**Attachments**

Engineering Contract  
Form 1295 Certificate ATG complete

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 09/12/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

09/11/2024 03:54 PM  
09/12/2024 08:09 AM  
Started On: 08/29/2024 03:37 PM

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Alliance Transportation Group, LLC (“Engineer”)  
**ADDRESS:** 11701 Stonehollow Drive, Suite 100  
Austin, Texas 78758  
**PROJECT:** Wilco 24RFSQ17 Road Bond Program Traffic Engineering Services  
 (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14)

which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
- C. National Environmental Policy Act (NEPA)
- D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

## **ARTICLE 2**

### **NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

**ARTICLE 3**  
**ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

**ARTICLE 4**  
**CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars (\$ \$500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

- (1) One (1) original certified invoice to the County ; and
- (2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;
- D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or
- E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Alliance Transportation Group, LLC  
Chad Wood, PE, PTOE  
11701 Stonehollow Dr., Ste 100  
Austin, Texas 78758

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer 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 the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10** **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11** **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar

days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12**

### **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13**

### **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

**ARTICLE 14**  
**CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

**ARTICLE 15**  
**USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or

additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

**ARTICLE 16**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities

under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to

any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of

Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT

COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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 Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** **“Williamson County, Texas, its directors, officers and employees”** shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, 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.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer 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.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 Engineer, that no provision of this Contract 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 Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's

subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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, and by email to:

Williamson County, Texas  
C/O: Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626  
Email: purchase@wilco.org

~~With copy to:~~

~~Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626  
Email: contractaudit@wilco.org~~

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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

**ARTICLE 27**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County Commissioners Court  
401 W. 6<sup>th</sup> Street  
Georgetown, Texas 78626

**Engineer:** Alliance Transportation Group, LLC  
11701 Stonehollow Dr., Ste 100  
Austin, Texas 78758

**ARTICLE 32**  
**GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this

Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract 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.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

**ARTICLE 33**  
**DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

**ARTICLE 34**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer

of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

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

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

Title: As Presiding Officer of the Williamson County Commissioners Court

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

**ENGINEER**

Alliance Transportation Group, LLC

By: Ed Elam \_\_\_\_\_

Printed Name: Ed Elam, AICP, PTP, TSSP-Rail/Bus

Title: Vice President, Director of Planning\_

Date: July 17, 2024

**APPROVED**  
*By Christen Eschberger at 8:21 pm, Aug 30, 2024*

**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A  
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

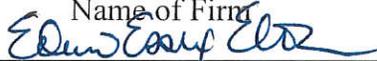
§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Alliance Transportation Group, LLC

Name of Firm



Signature of Certifying Official

Ed Elam, AICP, PTP, TSSP-Rail/Bus

Printed Name of Certifying Official

Vice President, Director of Planning

Title of Certifying Official

June 12, 2024

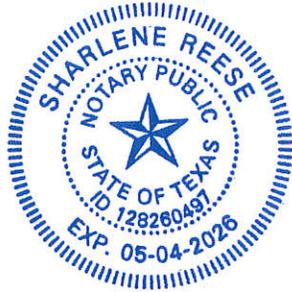
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Ed Elam

\_\_\_\_\_ the VP + Director of Planning of Alliance Transportation Group, on behalf of  
said firm.



Sharlene Reese

Notary Public in and for the  
State of Texas

My commission expires: 05/04/26

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop on-call traffic engineering services Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
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

## EXHIBIT D

### RATE SCHEDULE

#### Alliance Transportation Group

Project Principal	\$360.00
Senior Project Manager	\$330.00
Project Manager	\$295.00
Quality Manager	\$330.00
Senior Engineer	\$295.00
Project Engineer	\$255.00
Traffic Engineer	\$205.00
Design Engineer	\$185.00
Engineer-in-Training	\$156.00
Senior Engineering Technician	\$202.00
Engineering Technician	\$149.00
Jr Engineering Technician	\$99.00
Project Administrator	\$135.00
Clerical	\$100.00
Planner I	\$132.00
Planner II	\$162.00
Planner III	\$222.00
Sr Planner	\$288.00
Travel Demand Modeler I/II	\$156.00
Travel Demand Modeler III	\$228.00
Sr Travel Demand Modeler	\$288.00

CAE

### Unit Costs

Description	Unit	Cost/Unit
<b>Turning Movement Counts</b>		
2-hour Turning Movement Count, Major Intersection, Weekday	per intersection	\$466.20
2-hour Turning Movement Count, Major Intersection, Weekend	per intersection	\$518.00
2-hour Turning Movement Count, Minor Intersection, Weekday	per intersection	\$279.72
2-hour Turning Movement Count, Minor Intersection, Weekend	per intersection	\$310.80
13-hour Turning Movement Count Major Intersection	per intersection	\$1,554.00

13-hour Turning Movement Count Minor Intersection	per intersection	\$932.40
24-Hour Video System Classification Counts - Major Intersection	per intersection	\$1,554.00
24-Hour Video System Classification Counts - Minor Intersection	per hour	\$1,139.60
Intersection Turning Movement Counts - Minor (additional turning movement count hours)	per hour	\$155.40
Intersection Turning Movement Counts - Major (additional turning movement count hours)	per hour	\$269.36
Intersection Video	per day	\$181.30
<b>24-Hour Counts</b>		
24-Hour Automated Tube Counts - Volume	per direction/per counter/day	\$259.00
24-Hour Automated Tube Counts - Speed or Class	per direction/per counter/day	\$284.90
24-Hour Volume Mainlane Video/Radar Count	per lane/day	\$310.80
24-Hour 3 Vehicle Classification Main Lane Count	per lane/day	\$336.70
24-Hour 13 Vehicle Classification Main Lane Count	per lane/day	\$435.12
Additional Traffic Control (no lane closures/detour)	day	\$2,279.20
Additional Traffic Control (lane closures/detour)	day	\$3,211.60
<b>Speed Surveys</b>		
Curve Speed Survey	per curve	\$518.00
Spot Speed Survey	per location	\$259.00
<b>Travel Times</b>		
Travel Time- MAC Address Capture	per hour/unit	\$119.14
<b>Origin Destination</b>		
72-Hour Bluetooth O/D Main Lane	per unit	\$1,440.04
72-Hour Bluetooth O/D Arterial	per unit	\$777.00

**EXHIBIT D - RATE SCHEDULE**

**Wilco Traffic**

<b>The Estes Group, LLC</b>	
<b>CATEGORY</b>	<b>RATE</b>
Project Principal	\$350.00
Project Manager	\$330.00
Engineer (Senior)	\$300.00
Engineer (Project)	\$240.00
Engineer (Design)	\$190.00
Engineer-In-Training	\$140.00
Sr. Engineer Technician	\$190.00
Admin / Clerical	\$110.00

Exhibit D - Rate Schedule

<b>2023 LJA ENGINEERING RATES</b>	
<b>Postion</b>	<b>Rate (\$/hr)</b>
Project Principal	\$290.00
Senlor Project Manager	\$270.00
Project Manager	\$250.00
Quality Manager	\$240.00
Senior Engineer (15+ yrs)	\$235.00
Project Engineer (10-15 yrs)	\$190.00
Design Engineer (5-10 yrs)	\$170.00
Graduate Engineer	\$145.00
Senior Designer	\$155.00
Designer	\$120.00
Engineer-In-Training	\$145.00
Senior Structural Engineer	\$235.00
Structural Engineer	\$210.00
Senior Engineering Technician	\$155.00
Senior CADD Operator	\$140.00
CADD Technician	\$110.00
Project Representative	\$130.00
Utility Coordinator	\$140.00
Senior Utility Coordinator	\$170.00
GIS Analyst/Cartography	\$140.00
GIS Technician	\$125.00
Admin	\$85.00

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1<sup>st</sup>) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

## **EXHIBIT E**

# **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 F**

**CERTIFICATES OF INSURANCE  
ATTACHED BEHIND THIS PAGE**

*CAE*





**Commissioners Court - Regular Session**

60.

**Meeting Date:** 09/17/2024

Award of RFSQ #24RFSQ17 Wilco Traffic Engineering Services to HGR, Inc. for Road Bonds

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to HDR Engineering, Inc., in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

**Background**

HDR Engineering, Inc was recommended for award on 03.19.2024 item #68, through RFSQ #24RFSQ17, which established a group of top ranked firms, to assist Williamson County staff to provide Wilco Traffic Engineering Services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. HDR Engineering, Inc., is being selected to provide Traffic Engineering Services. The firms who are awarded On-Call Traffic Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

**Fiscal Impact**

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

**Attachments**

Engineering Contract  
Form 1295 HDR Engineering complete

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/11/2024 03:52 PM
County Judge Exec Asst.	Becky Pruitt	09/12/2024 08:12 AM
Form Started By: Johnny Grimaldo		Started On: 09/10/2024 08:18 AM
Final Approval Date: 09/12/2024		

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** HDR Engineering, Inc. (“Engineer”)  
**ADDRESS:** 710 Hesters Crossing, Suite 150  
Round Rock, Texas 78681  
**PROJECT:** WilCo 24RFSQ17 Traffic Engineering Services (“Project”)

**THE STATE OF TEXAS** §

§

**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**

**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
- C. National Environmental Policy Act (NEPA)
- D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

**ARTICLE 2**  
**NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST**  
**PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

**ARTICLE 3**  
**ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

**ARTICLE 4**  
**CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

## **ARTICLE 5** **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars (\$ \$500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

- (1) One (1) original certified invoice to the County ; and
- (2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;
- D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or
- E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

HDR Engineering, Inc.  
Attn: Benedict Patrick, P.E., PTOE  
710 Hesters Crossing, Suite 150  
Round Rock, TX 78681

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer 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 the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10** **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11** **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12** **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13** **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions

as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

#### **ARTICLE 14** **CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

#### **ARTICLE 15** **USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is

adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

**ARTICLE 16**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

**ARTICLE 17**  
**SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services

under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## **ARTICLE 18**

### **REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved

under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs

incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY

OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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 Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** **“Williamson County, Texas, its directors, officers and employees”** shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, 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.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer’s insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer 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.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 Engineer, that no provision of this Contract 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 Contract.

**H. Subcontractor/Subconsultant’s Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant’s own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer’s subcontractors/subconsultants must be provided to County in writing and must set forth reasoning

and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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, and by email to:

Williamson County, Texas  
C/O: Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626  
Email: [purchase@wilco.org](mailto:purchase@wilco.org)

~~With copy to:~~

~~Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626  
Email: [contractaudit@wilco.org](mailto:contractaudit@wilco.org)~~

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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce,

publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

**ARTICLE 27**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in

compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County Commissioners Court  
401 W. 6<sup>th</sup> Street  
Georgetown, Texas 78626

**Engineer:** HDR Engineering, Inc.  
Attn: Benedict Patrick, P.E., PTOE  
710 Hesters Crossing, Suite 150  
Round Rock, TX 78681

**ARTICLE 32**  
**GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without

waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract 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.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34** **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. 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.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

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

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

Title: As Presiding Officer of the Williamson  
County Commissioners Court

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

**ENGINEER**

HDR Engineering, Inc.

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

Printed Name: Justin A. Word, PE

Title: Vice President

Date: June 10, 2024

**APPROVED**  
*By Christen Eschberger at 8:38 pm, Aug 30, 2024*

**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |



SUBSCRIBED and sworn to before me the undersigned authority by Justin A. Word the Vice  
President of HDR Engineering, Inc., on behalf of said firm.



Kristine Massey  
Notary Public in and for the  
State of Texas

My commission expires: 12/27/2024

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop on-call traffic engineering services Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
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

## EXHIBIT D

### RATE SCHEDULE

HDR Engineering, Inc.

CAE

	Hourly Rates
Principal-in-Charge	\$ 398.00
Project Manager	\$ 341.00
Sr. QC Reviewer	\$ 342.00
Senior Project Engineer	\$ 273.00
Project Engineer	\$ 181.00
Design Engineer	\$ 160.00
Sr. Traffic Engineer	\$ 295.00
Traffic Engineer II	\$ 223.00
Traffic Engineer I	\$ 169.00
Traffic EIT (Senior)	\$ 140.00
Traffic EIT/Coordinator	\$ 131.00
Senior CADD Technician	\$ 190.00
CADD Technician	\$ 130.00
GIS Technician	\$ 107.00
Junior GIS Technician	\$ 119.00
Senior GIS Technician	\$ 148.00
Sr Engineer Technician	\$ 160.00
CADD Operator	\$ 107.00
CADD Operator - Junior	\$ 80.00
Senior Env Project Manager	\$ 311.00
Senior Env Planner	\$ 266.00
Env Planner IV	\$ 163.00
Env Planner III	\$ 138.00
Env Planner I/II	\$ 121.00
Senior Env Scientist	\$ 200.00
Env Scientist	\$ 144.00
	\$
Admin/Clerical	\$ 98.00

Sr. Structural Engineer	\$	300.00
Structural Engineer II	\$	269.00
Structural Engineer I	\$	211.00
	\$	-
Sr. Drainage Engineer	\$	247.00
	\$	-

**GRAM Traffic Counting, Inc.**

(attached following this page)

**McGray & McGray Land Surveyors, Inc.**

(attached following GRAM's)



## GRAM Traffic Counting, Inc. Rate Sheet - 2024

Video Counts (Per Camera) (Standard TMC Classifications Include: Vehicles, Heavy Vehicles & Pedestrians)	Unit	Cost
Peak Period Turning Movement Counts (Up to 3-Hr Peaks - AM, Middday, PM)	Hourly	\$ 85.00
12-Hour Turning Movement Count	12 Hours	\$ 800.00
12-Hour Turning Movement Count - Additional Period at the Same Location	12 Hours	\$ 600.00
24-Hour Turning Movement Count	24 Hours	\$ 1,000.00
24-Hour Turning Movement Count - Additional 24 Hours at the Same Location	24 Hours	\$ 800.00
Volume Counts (Bi-Directional or Uni-Directional)	24 Hours	\$ 650.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 600.00
Classification Counts (FHWA 13-Bin)	24 Hours	\$ 800.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 750.00
Main Lane Volume Counts - Per Counter	24 Hours	\$ 750.00
Main Lane Volume Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 700.00
Main Lane Classification Counts (FHWA 13-Bin) - Per Counter	24 Hours	\$ 850.00
Main Lane Classification Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 800.00
Automated Tubes Counts	Unit	Cost
Volume Counts (Bi-Directional or Uni-Directional)	24 Hours	\$ 200.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 175.00
Classification Counts (FHWA 13-Bin)	24 Hours	\$ 250.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 200.00
Speed Counts	24 Hours	\$ 250.00
Speed Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 200.00
Gap Counts	24 Hours	\$ 250.00
Gap Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 200.00
Radar Unit Counts	Unit	Cost
Volume Counts (Bi-Directional or Uni-Directional) - Per Counter	24 Hours	\$ 250.00
Volume Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 200.00
Classification Counts (Basic - Small, Medium, Large by Length) - Per Counter	24 Hours	\$ 300.00
Classification Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 250.00
Speed Counts - Per Counter	24 Hours	\$ 300.00
Speed Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 250.00
Main Lane Volume Counts - Per Counter	24 Hours	\$ 350.00
Main Lane Volume Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 300.00
Main Lane Volume Counts - (By Lane) - Per Counter	24 Hours	\$ 400.00
Main Lane Classification Counts (Basic - Small, Medium, Large by Length) - Per Counter	24 Hours	\$ 400.00
Main Lane Classification Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 350.00
Main Lane Classification Counts (By Lane) - Per Counter	24 Hours	\$ 450.00
Main Lane Speed Counts - Per Counter	24 Hours	\$ 400.00
Main Lane Speed Counts - Additional 24 Hours at the Same Location	24 Hours	\$ 350.00
Main Lane Speed Counts (By Lane) - Per Counter	24 Hours	\$ 450.00
Additional Counts	Unit	Cost
Ball Bank Studies	Per Curve Direction	\$ 100.00
Radar Studies (2 hours or 125 Vehicles)	Per Direction	\$ 200.00
Travel Time Runs (Mileage NOT Included) - Per Route	Hourly	\$ 100.00
License Plate Capture - Per Camera	Hourly	\$ 400.00
Parking Lot Study	Hourly	\$ 100.00
Project Manager Time	Hourly	\$ 50.00
Field Technician Time (Photo Documentation, Sight Distance, Etc.)	Hourly	\$ 35.00
Travel Time (After 1st Hour)	Hourly	\$ 35.00

**Plus Mileage Rate - Current IRS Rate  
Contract or City-Specific Rates Must Be Provided or Specifically Requested**

# McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6

Austin, Texas 78731

Office 512/451-8591 Fax 512/451-8791

Email mcgray@mcgray.com

## SURVEYOR RATE SCHEDULE

### 2024 PROFESSIONAL SURVEYING SERVICES

#### Williamson County Road Bond

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

#### SERVICE

#### RATE

##### Conventional Field Crew Services:

1 man reconnaissance or data gathering	\$ 140.00 per hour
2 man survey crew, with vehicle and data collection	\$ 190.00 per hour
3 man survey crew, with vehicle and data collection	\$ 225.00 per hour
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	\$ 225.00 per hour
Helicopter Flight crew (Includes pilot and Sensor Operator)	\$ 225.00 per hour

##### Office/Professional/Technical Services:

Project Manager	\$ 201.50 per hour
GIS Technician - Senior	\$ 107.17 per hour
GIS Technician	\$ 87.32 per hour
Abstractor	\$ 85.97 per hour
Surveyor (RPLS) Senior	\$ 188.06 per hour
Surveyor (RPLS)	\$ 166.57 per hour
Survey Technician (Surveyor-In-Training) - SIT	\$ 115.53 per hour
Survey Technician	\$ 95.38 per hour
Certified Photogrammetrist	\$ 107.47 per hour
Aerial Mapping Technician	\$ 94.03 per hour
Aerial Office Technician	\$ 90.00 per hour
Aerial Processing Technician	\$ 91.35 per hour
LiDAR Task Lead	\$ 107.47 per hour
LiDAR Mapping Technician (Aerial)	\$ 96.72 per hour
LiDAR Office Technician (Aerial)	\$ 96.72 per hour
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$ 96.72 per hour
Mapping Editor (includes QA/QC, Finishing & Finalization)	\$ 102.09 per hour
Orthophoto Specialist	\$ 91.35 per hour
Survey Field Crew Coordinator	\$ 91.35 per hour
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$ 107.47 per hour
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$ 107.47 per hour
Administrative/ Clerical	\$ 85.97 per hour

# McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6  
Austin, Texas 78731  
Office 512/451-8591 Fax 512/451-8791  
Email mcgray@mcgray.com

## **SURVEYOR RATE SCHEDULE**

### **2024 PROFESSIONAL SURVEYING SERVICES**

#### **Williamson County Road Bond**

#### Specialized Equipment:

ATV (All-Terrain Vehicle)	\$ 85.00 per day
Additional Survey Vehicle	\$ 100.00 per day
LiDAR Terrestrial Scanner	\$ 100.00 per hour
UAV (Drone) Aerial Mapper	\$ 5,000.00 per day
Mobile Mapper	\$ 9,000.00 per day

*Unusual equipment or additional service providers will be charged at cost and reimbursed with appropriate back up.*

#### Direct Expenses:

Hotel and Meals will be billed per Exhibit E of the master contract.

Judith J. McGray  
Chris I. Conrad  
Ashley D. Conrad

RPLS, #2093  
RPLS, #5623  
RPLS, #7012

Joe D. Webber, Jr.  
Kevin Simpson-Schroeder  
Troy Thomas  
Jason Johnson

RPLS, #4552  
RPLS, #5306  
RPLS, #6130  
RPLS, #7016

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates.” Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County’s receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1<sup>st</sup>) day following the parties’ complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties’ complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

## EXHIBIT E

# 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 F**

**CERTIFICATES OF INSURANCE  
ATTACHED BEHIND THIS PAGE**

*CAE*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2024-1173671

**Date Filed:**  
06/10/2024

**Date Acknowledged:**

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

HDR Engineering, 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.**

Wilco 24RFSQ17 Traffic Eng  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric	Omaha, NE United States	X	
	LeCureux, David	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, NE United States	X	
	Henderson, John	Omaha, NE United States	X	
	McLaughlin, Thomas	White Plains, NY United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Mark D. Borenstein, and my date of birth is 0 [REDACTED].

My address is [REDACTED] 0, [REDACTED], TX, 78681, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 10th day of June, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
HDR Engineering, Inc.  
Round Rock, TX United States

**Certificate Number:**  
2024-1173671

**Date Filed:**  
06/10/2024

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

**Date Acknowledged:**  
09/09/2024

**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.**  
Wilco 24RFSQ17 Traffic Eng  
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric	Omaha, NE United States	X	
	LeCureux, David	Omaha, NE United States	X	
	Meysenburg, Galen	Omaha, NE United States	X	
	Henderson, John	Omaha, NE United States	X	
	McLaughlin, Thomas	White Plains, 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**

**61.**

**Meeting Date:** 09/17/2024

Award RFSQ #24RFSQ17 Wilco Traffic Engineering Services to KHA, Inc. for Road Bonds

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on awarding a contract for Wilco Traffic Engineering Services RFSQ #24RFSQ17 to Kimley- Horn and Associates, Inc., in the maximum payable amount of Five Hundred Thousand dollars (\$500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

**Background**

Kimley-Horn and Associates, Inc was recommended for award on 03.19.2024 item #68, through RFSQ #24RFSQ17, which established a group of top ranked firms, to assist Williamson County staff to provide Wilco Traffic Engineering Services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Kimley- Horn and Associates, Inc, is being selected to provide Traffic Engineering Services. The firms who are awarded On-Call Traffic Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

**Fiscal Impact**

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

**Attachments**

Engineering Contract  
Form 1295 Kimley Horn and Associates complete

**Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/11/2024 03:50 PM
County Judge Exec Asst.	Becky Pruitt	09/12/2024 08:13 AM
Form Started By: Johnny Grimaldo		Started On: 09/10/2024 08:18 AM
Final Approval Date: 09/12/2024		

**WILLIAMSON COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** Kimley-Horn and Associates, Inc. (“Engineer”)  
**ADDRESS:** 10814 Jollyville Road, Campus IV, Suite 200  
Austin, Texas 78759  
**PROJECT:** WilCo 24RFSQ17 Road Bond Program Traffic Engineering Services  
 (“Project”)

**THE STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** (“Contract”) is made and entered into, effective as the date of the last party’s execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as “County”), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled “Professional Services Procurement Act” provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1**  
**CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14)

which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
- C. National Environmental Policy Act (NEPA)
- D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition

## **ARTICLE 2**

### **NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

**ARTICLE 3**  
**ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. \_\_\_\_\_”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

**ARTICLE 4**  
**CONTRACT TERM**

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

## **ARTICLE 5**

### **COMPENSATION AND EXPENSES**

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars (\$ \$500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## **ARTICLE 6** **METHOD OF PAYMENT**

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

- (1) One (1) original certified invoice to the County ; and
- (2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

**ARTICLE 7**  
**PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;
- D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or
- E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 8**  
**COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

**ARTICLE 9**  
**PROJECT TEAM**

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664\_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer 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 Engineer 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 the 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 the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Kimley-Horn and Associates, Inc.  
Attn: Lance Ballard, PE  
10814 Jollyville Rd., Campus IV, Suite 200  
Austin, TX 78759\_

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer 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 the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## **ARTICLE 10** **PROGRESS EVALUATION**

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## **ARTICLE 11** **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar

days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## **ARTICLE 12** **ADDITIONAL ENGINEERING SERVICES**

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## **ARTICLE 13** **CHANGES IN COMPLETED ENGINEERING SERVICES**

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

**ARTICLE 14**  
**CONTRACT AMENDMENTS**

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

**ARTICLE 15**  
**USE OF DOCUMENTS**

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as “Engineering Work Products”) prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer’s designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County’s sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer’s work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer’s subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or

additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## **ARTICLE 16**

### **PERSONNEL, EQUIPMENT AND MATERIAL**

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## **ARTICLE 17**

### **SUBCONTRACTING**

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities

under this Contract.

**ARTICLE 18**  
**REVIEW OF ENGINEERING SERVICES**

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to

any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer.** ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

## **ARTICLE 19**

### **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## **ARTICLE 20**

### **TERMINATION**

This Contract may be terminated as set forth below.

- A. By mutual agreement and consent, in writing, of both parties.
- B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of

Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## **ARTICLE 21** **COMPLIANCE WITH LAWS**

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

## **ARTICLE 22** **INDEMNIFICATION**

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT

COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

**ARTICLE 23**  
**ENGINEER'S RESPONSIBILITIES**

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

**ARTICLE 24**  
**ENGINEER'S SEAL**

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**INSURANCE**

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract 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 Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** **“Williamson County, Texas, its directors, officers and employees” shall be added as additional insureds under policies listed under (2) and (3) above,** and on those policies where “Williamson County, Texas, 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.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer 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.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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 Engineer, that no provision of this Contract 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 Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's

subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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, and by email to:

Williamson County, Texas  
C/O: Williamson County Purchasing Department  
100 Wilco Way  
Suite P101  
Georgetown, TX. 78626  
Email: [purchase@wilco.org](mailto:purchase@wilco.org)

~~With copy to:~~

~~Williamson County Auditor's Office  
Attn: Contracts Auditor  
901 South Austin Avenue  
Georgetown, Texas 78626  
Email: [contractaudit@wilco.org](mailto:contractaudit@wilco.org)~~

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 Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## **ARTICLE 26** **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

**ARTICLE 27**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 28**  
**SEVERABILITY**

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 29**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 30**  
**ENGINEER'S ACCOUNTING RECORDS**

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

**ARTICLE 31**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager  
Attn: Christen Eschberger  
HNTB Corporation  
101 E. Old Settlers Blvd., Suite 225  
Round Rock, Texas 78664

and to: Office of General Counsel  
Williamson County Commissioners Court  
401 W. 6<sup>th</sup> Street  
Georgetown, Texas 78626

**Engineer:** Kimley-Horn and Associates, Inc.  
Attn: Lance Ballard, PE  
10814 Jollyville Rd., Campus IV, Suite 200  
Austin, TX 78759

**ARTICLE 32**  
**GENERAL PROVISIONS**

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are

for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract 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.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

### **ARTICLE 33** **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

### **ARTICLE 34** **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

### **SIGNATORY WARRANTY**

The undersigned signatory for Engineer 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 firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the

date of the last party's execution below. 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.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

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

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

Title: As Presiding Officer of the Williamson  
County Commissioners Court

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

**ENGINEER**

Kimley-Horn and Associates, Inc.

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

Printed Name: Sean Mason

Title: Vice President

Date: \_ July 22, 2024

**APPROVED**  
*By Christen Eschberger at 8:41 pm, Aug 30, 2024*

**LIST OF EXHIBITS ATTACHED**

- |                      |   |
|----------------------|---|
| (1) <b>Exhibit A</b> | Debarment Certification                       |
| (2) <b>Exhibit B</b> | Engineering Services                          |
| (3) <b>Exhibit C</b> | Work Authorization                            |
| (4) <b>Exhibit D</b> | Rate Schedule                                 |
| (5) <b>Exhibit E</b> | Williamson County Vendor Reimbursement Policy |
| (6) <b>Exhibit F</b> | Certificates of Insurance                     |

**EXHIBIT A**  
**DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

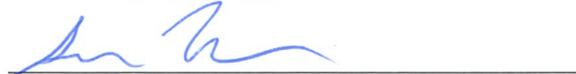
§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Kimley-Horn and Associates, Inc.

Name of Firm



Signature of Certifying Official

Sean Mason

Printed Name of Certifying Official

Vice President

Title of Certifying Official

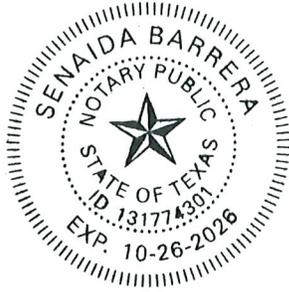
July 22, 2024

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Sean Mason  
the Vice President of Kimley-Horn and Associates, Inc., on behalf of  
said firm.



Senaida Barrera  
Notary Public in and for the  
State of Texas

My commission expires: 10/26/2026

## **EXHIBIT B**

### **ENGINEERING SERVICES**

**General Work Description:** Provide engineering services and planning to develop on-call traffic engineering services Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

## EXHIBIT C

### WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

**WORK AUTHORIZATION NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

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 \_\_\_\_\_, 20\_\_\_\_. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
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

## EXHIBIT D

### RATE SCHEDULE

#### Kimley-Horn and Associates, Inc.

Direct Labor	Rate (per hour)
Analyst	\$185.00
Professional	\$225.00
Senior Engineer I / Senior Professional I	\$265.00
Senior Engineer II / Senior Professional II	\$325.00
Senior Designer	\$195.00
CAD Technician	\$150.00
Senior Support Staff	\$145.00
Support Staff	\$125.00
Direct Expenses	Rate & Unit of Measure
Photocopies B/W (8.5"x11")	\$0.15 per each
Photocopies B/W (11"x17")	\$0.25 per each
Photocopies color (8.5"x11")	\$1.00 per each
Photocopies color (11"x17")	\$1.50 per each
Digital ortho plotting	\$3.00 per sheet
Plots (B/W on bond)	\$1.50 per square foot
Plots (color on bond)	\$3.00 per square foot
Plots (color on photographic paper)	\$7.50 per square foot
Color graphics on foam board	\$7.50 per square foot
Presentation board up to 48"x60" color mounted	\$100.00 per each
Reproduction of CD/DVD	\$40.00 per each
CDs/DVDs	\$2.50 per each
Cardstock color (8.5"x11")	\$2.50 per each
4"x6" digital color print	\$1.00 per each
Historical aerial images (photographs, negatives, maps)	\$125.00 per each
Aerial photographs (1" = 500' scale)	\$100.00 per each
Maps and map records	\$2.50 per each
Environmental field supplies (lathes, stakes, flagging, spray paint, etc.)	\$60.00 per day
Noise meter rental	\$100.00 per day
GPS receiver (rates applied to actual time GPS units are in use)	\$30.00 per hour

CAE

## Quality Counts, LLC

Turning Movement Counts	Cost	Additional Hour
2 Hour Minor Intersection	\$180.00	\$55.00
2 Hour Major Intersection	\$280.00	\$95.00
Extended Duration Counts	Cost	
13-Hour Minor Intersection	\$785.00	
13-Hour Major Intersection	\$1,325.00	
24-Hour Minor Intersection	\$1,390.00	
24-Hour Major Intersection	\$2,370.00	
ATR	1 <sup>st</sup> 24 Hours	Each Additional Day
Volume ADT (1-3 Lanes)	\$220.00	\$90.00
Volume ADT (4+ Lanes)	\$440.00	\$160.00
Volume/Speed/Class ADT (1-3 Lanes)	\$240.00	\$110.00
Volume/Speed/Class ADT (4+ Lanes)	\$480.00	\$220.00
Mainline Radar (Volume/Length/Speed)	\$725.00	\$150.00
Unique Studies	Cost	Unit of Cost
Spot Speed Study (Hand Held Radar)	\$280.00	2 hours or 125 cars each direction
Stop Sign Delay Study	\$210.00	Per Hour

## McGray & McGray Land Surveyors, Inc.

Conventional Field Crew Services	Rate (per hour)
1 man reconnaissance or data gathering	\$140.00
2 man survey crew, with vehicle and data collection	\$190.00
3 man survey crew, with vehicle and data collection	\$225.00
Fixed wing flight crew (includes pilot and sensor operator)	\$225.00
Helicopter flight crew (includes pilot and sensor operator)	\$225.00
Office/Professional/Technical Services	Rate (per hour)
Project Manager	\$201.50
GIS Technician – Senior	\$107.17
GIS Technician	\$87.32
Abstractor	\$85.97
Surveyor (RPLS) Senior	\$188.06
Surveyor (RPLS)	\$166.57
Survey Technician (Surveyor-In-Training) – SIT	\$115.53
Survey Technician	\$95.38
Certified Photogrammetrist	\$107.47
Aerial Mapping Technician	\$94.03
Aerial Office Technician	\$90.00
Aerial Processing Technician	\$91.35

LiDAR Task Lead	\$107.47
LiDAR Mapping Technician (Aerial)	\$96.72
LiDAR Office Technician (Aerial)	\$96.72
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$96.72
Mapping Editor (includes QA/QC, Finishing & Finalization)	\$102.09
Orthophoto Specialist	\$91.35
Survey Field Crew Coordinator	\$91.35
Project Coordinator – Acquisition (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	\$107.47
Project Coordinator – Helicopter, Fixed Wing, Mobile, UAS, Terrestrial	\$107.47
Administrative/Clerical	\$85.97
Specialized Equipment	
ATV (All-Terrain Vehicle)	\$85.00 per day
Additional Survey Vehicle	\$100.00 per day
LiDAR Terrestrial Scanner	\$100.00 per hour
UAV (Drone) Aerial Mapper	\$5,000.00 per day
Mobile Mapper	\$9,000.00 per day
Unusual equipment or additional service providers will be charged at cost and reimbursed with appropriate back-up.	

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates.” Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County’s receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1<sup>st</sup>) day following the parties’ complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties’ complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

## EXHIBIT E

# 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 F**

**CERTIFICATES OF INSURANCE  
ATTACHED BEHIND THIS PAGE**

*CAE*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2024-1174413

**Date Filed:**  
06/12/2024

**Date Acknowledged:**

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

Kimley Horn and Associates, Inc.  
Dallas, 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.**

24RFSQ17  
Traffic Engineering Services - KHA Road Bond Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 0 [REDACTED].

My address is [REDACTED], [REDACTED], TX, 75240, US.  
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 12TH day of JUNE, 2024.  
(month) (year)

*Sarah Meza*

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2024-1174413

**Date Filed:**  
 06/12/2024

**Date Acknowledged:**  
 09/09/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Kimley Horn and Associates, Inc.  
 Dallas, 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.**  
 24RFSQ17  
 Traffic Engineering Services - KHA Road Bond Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, 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**

62.

**Meeting Date:** 09/17/2024

Corridor J3 Halff Contract 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 Corridor J, Segment 3 from SH 195 to US 183 contract between Williamson County and Halff Associates, Inc. relating to the LRTP Corridor Program.

Project: P586 Fund Source: Corridor

**Background**

This Contract Amendment No. 1 amends the compensation cap by \$365,000.00 from \$2,135,000.00 to \$2,500,000.00. This will allow for the authorization of Supplemental No. 2 to Work Authorization No. 1 to authorize the preparation of a revised route study report and due diligence report for the realignment of the preferred corridor as well as extending the termination date to February 28, 2025.

**Fiscal Impact**

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

**Attachments**

CorridorJ3-Halff-ContractAmendment01

CorridorJ3-Halff-WA01Supp02

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:02 AM

Started On: 09/11/2024 10:57 PM

**CONTRACT AMENDMENT NO.   1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**21RFSQ27 Engineering for Corridor J (SH195 to SH183) (“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 Half Associates, 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 February 1, 2022 (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 \$2,135,000.00; 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 \$2,135,000.00 to \$2,500,000.00, reflecting a total increase of \$365,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

**ENGINEER:**

By:   
Signature

John Conquest  
Printed Name

Authorized Agent  
Title

9/10/2024  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED**  
*By Christen Eschberger at 7:39 am, Sep 12, 2024*

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

**WILLIAMSON COUNTY ROAD BOND PROJECT:**

**Corridor J3**

---

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 1, 2022 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective June 29, 2022 (the “Work Authorization”);

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

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

**AGREEMENT**

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

- I. The Services to be Provided by the 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 Work Authorization shall terminate on February 28, 2025. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).
- III. The maximum amount payable for services under this Work Authorization without modification increased by \$193,392.38 from \$2,134,609.09 to \$2,328,001.47. The 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:**

By:   
Signature

John Conquest  
Printed Name

Authorized Agent  
Title

9/10/2024  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

Bill Gravell Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

- Attachment B – Services to be Provided by the Engineer
- Attachment C - Work Schedule
- Attachment D – Fee Schedule

**APPROVED**  
*By Christen Eschberger at 7:40 am, Sep 12, 2024*

# ATTACHMENT B SERVICES TO BE PROVIDED BY THE ENGINEER FOR CORRIDOR J Segment 3

## PROJECT DESCRIPTION

### Existing Facility

Corridor J3 will primarily be on new location from US183 to proposed SH 195 in northern Williamson County.

### Proposed Facility

Corridor J3 will be approximately 7 miles long, extending from west of US 183 to east of proposed SH 195. The proposed ultimate expressway facility is a controlled access facility with 2 two-lane mainlanes, 2 three-lane frontage roads with curb and gutter, storm sewer system, and 2 shared use paths (one on each side). The proposed expressway right-of-way width will be typically 350 feet; however, it may vary to accommodate drainage, including detention ponds and drainage easements. A 250-foot-wide constrained ROW typical section will be considered in some areas.

### Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria in effect at the time this work authorization is executed. It is anticipated that in most cases the most stringent of the design criteria will be used.

## 1. PROJECT MANAGEMENT

### a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

### b. Monthly Progress Report, Invoices, and Billings (20 months plus an additional 14 months assumed for a total of 34 months ):

- Submit monthly progress status reports to the GEC. Progress reports will include a deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

### c. Quality Assurance and Quality Control (QA/QC) Plan:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.
- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- d. Project Coordination & Administration:
- Prepare and maintain routine project record keeping including records of meetings and minutes.
  - Correspondence and coordination will be handled through & with the concurrence of the GEC.
  - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.
- e. Progress/Coordination Meetings (**12** external meetings assumed):
- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
  - Prepare agenda and sign-in sheets for external coordination/progress meetings.
  - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
  - Conduct internal coordination meetings as required to advance the development of the project.
- f. Project Schedule and Updates:
- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

**Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. **ROUTE AND DESIGN STUDIES**

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies,

future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
  - Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
  - Review the data collected and organize the information.
- b. Stakeholder / Property Owner Coordination (up to **4** meetings assumed):
- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
  - Coordinate with affected local agencies and County's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
  - Attend meetings with stakeholders and or property owners (**up to 4** meetings assumed).
- c. Constraints Map (Up to **5** preliminary route concepts assumed that will be developed by the project team):
- Obtain and update periodically publicly available information including but not limited to: locations of public buildings and facilities (schools, churches, parks, cemeteries, dams), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, Federal Emergency Management Agency (FEMA) Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, Threatened & Endangered Species Information.
  - Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
  - Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review. This field investigation will be limited to accessible areas within the existing right-of-way.

- Review the Williamson County’s Long-Range Transportation Plan and other local and regional transportation plans to review and gather information of projects that could impact **Corridor J Segment 3**.
  - Develop a constraints map that includes environmental concerns, known constraints (structures, floodplain), aerial photography, contour information, utility information, based on research of public databases and sources.
  - Develop preliminary route concepts and preliminary costs for use in soliciting input during coordination meetings with stakeholders.
  - Anticipated structures to evaluate during the preliminary route development include the following:
    - 8 direct connectors at SH 183 Intersection (Full Interchange)
    - 8 direct connectors at SH 195 Intersection (Full Interchange)
    - 6 grade separations at arterial locations as identified in the County’s Long Range Transportation Plan.
    - 10 water crossing locations (EB/WB mainlanes and EB/WB frontage road bridges will be considered at each location).
  - Develop evaluation criteria to assist in evaluating preliminary route concepts.
  - Quantify potential effects of the preliminary route concepts based on the evaluation criteria.
  - Conduct screening process and select recommended route option.
  - Refine recommended route option based on public input, stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures and issues, and other environmental features.
- d. Design Criteria:
- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Williamson County Design Criteria Manual and other associated local and state manuals (in effect at the time this work authorization is executed), as applicable.
- e. Draft and Final Constraints Map Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
- f. The Engineer shall prepare a **Corridor J Segment 3** Route Study Report documenting environmental setting (that includes environmental concerns, known constraints (structures, floodplain), aerial photography, contour information, utility information), the project need and purpose, preliminary route concept development and evaluation process and results, stakeholder activities, final route option recommendation, funding, and next steps. A draft and final report will be prepared for review and will also document refinements to the recommended route option to address any stakeholder or public issues and suggestions, as

appropriate, and document potential impacts and costs for the refined route option recommendation.

- g. Prepare revised Corridor J Segment 3 Route Study Report and Due Diligence Report for the realignment of the preferred corridor to address property (R010404) owner's concerns.
- h. Draft and Final Design Summary Form and Typical Sections which adhere to the project specific design criteria (pdf and hardcopies)
- i. DELIVERABLES:
  - Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder / Property Owner Coordination Meetings.
  - Draft and Final Constraints Map with Recommended Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
  - Draft, Revised Draft for realignment of the preferred corridor to address property (R010404) owner's concerns and Final **Corridor J Segment 3** Study Report
  - Draft and Final Design Summary Form (pdf and hardcopies)

### 3. PUBLIC INVOLVEMENT

*As this is a Road Bond Project, public involvement activities will be conducted through the County's existing public involvement contract with Rifeline. The engineer will provide support for the Public Involvement plans for the following activities:*

- a. Public Involvement Plan
  - Prepare materials and provide support for meetings with individual property owner and stakeholder meetings. Prepare revised property owner exhibits for the effected properties of the realigned of the preferred corridor to address property (R010404) owner's concerns.
  - One person will attend from engineering team for meetings (26 meetings and 2 additional meetings for the realignment of the preferred corridor to address property (R010404) owner's concerns for a total of 28 meetings assumed) unless it is a large group meeting or environmental support is also requested. Engineer will review and provide feedback on meeting documentation prepared by County's Existing Public Involvement Contract with Rifeline.
  - Coordinate/review Corridor Public Involvement plan specific updates (up to 6 updates).
  - Review and provide feedback on project status updates or other materials prepared by the County's existing Public Involvement Contract with Rifeline (up to 8 updates/materials).

### 4. RIGHT-OF-WAY (ROW)

- a. ROW:
  - Draft preliminary right of way map and list of impacted tracts using the Williamson County Appraisal District office to confirm property data and ownership.
  - Maps shall not include metes and bounds or field notes.

- Calculate approximate search data to recover right of way monumentation and make initial pass to recover right of way monumentation.

b. DELIVERABLES:

- Preliminary ROW Map and affected property owner list (drawing file, kmz, pdf, and hardcopies)
- Final ROW Map and affected property owner list (drawing file, kmz, pdf, and hardcopies)

5. SURVEYING

a. FIELD SURVEYING:

- Utilize current available County LiDAR Data provided by Williamson County.
- Attempt to locate and verify aerial LiDAR mapping control to ground targets in the immediate area.
- Establish horizontal and vertical control using 3 intervisible monument pairs at locations at both ends and centroidal to project corridor. Coordinate with connecting project surveys and verify compatibility of control coordinate systems and establish a homogenous Combined Scale Factor (CSF).
- Survey a sample of ground data (cross sectional) in areas not requiring right of entry e.g., crossing roadways, accessible watercourses, etc. (as needed).
- Perform coordinate system translations for existing file integration and to generate a homogenous project coordinate system.

b. DELIVERABLES:

- DGN file of ground truthing data and crossing roadway information. This will not be a DTM or have associated TIN files.
- DGN of collated and translated files
- Control monument data in ACSII format
- ASCII file of ground truthing data

6. SCHEMATIC DEVELOPMENT

a. Schematic:

- Prepare Preliminary, Revised Preliminary for the realignment of the preferred corridor to address property (R010404) owner's concerns & Final (Ultimate) Schematic (approximately

7 miles in length) submittal per Williamson County Schematic submittal checklist and selected design criteria including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, intersecting streets, property boundaries and information, ROW and easement locations, preliminary pavement section, driveway locations, horizontal alignment data, profile data, identification of known utilities.

- Preparing schematic level bridge structures for the preferred schematic route. Provide preliminary location of Abutments and Bents, including straddle bents. Engineer will also provide preliminary span lengths and superstructure depths. One route will be considered. Prepare schematic level bridge structures for the realignment of the preferred corridor to address property (R010404) owner's concerns. One additional route will be considered.
- b. Prepare Engineering Cost Estimate
- Prepare Preliminary, Revised Preliminary for the realignment of the preferred corridor to address property (R010404) owner's concerns & Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work. Preliminary estimates shall be calculated for each alternative identified.
- c. DELIVERABLES:
- Preliminary Schematic including cost estimate.
  - Revised Preliminary Schematic including cost estimate for revised alignment of the preferred corridor to address property (R010404) owner's concerns.
  - Final (Ultimate) Schematic including cost estimate.

## 7. DRAINAGE STUDY

- a. Hydrologic/Hydraulic Modeling (10 major channel crossings, X cross drainage structures assumed):
- Prepare preliminary hydrologic and hydraulic review for the recommended alternative. The analysis will include identification of cross drainage structure locations and preliminary sizing of structures.
  - Prepare schematic level hydrologic and hydraulic models or modify existing models (County's best available data – Atlas 14 draft models, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for up to 1 alignment alternative for the ultimate design schematic. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, major channel crossings to reflect the existing and proposed conditions, recommended minimum pavement elevations based on cross drainage flood elevations for culverts; right-of-way requirements; and identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for modeling all river and major channel crossings. HY-8 shall be used for non-bridge class culverts. Atlas 14

impacts will be reviewed and incorporated. Revise schematic level hydrologic and hydraulic models for the realigned preferred corridor to address property (R010404) owner's concerns.

- Regional Regression equations or another acceptable method shall be used to compute peak discharges for validation purposes and to help evaluate preliminary alignments. Once the preferred alignment is chosen, detailed hydrologic computations shall be provided based on methodologies recommended by the controlling drainage criteria manual, including technical standards from the County Atlas 14 project.
- Develop existing channel cross sections based on data collection County data and readily available internet LiDAR data.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.
- Onsite parallel drainage for ditch and/or storm sewer sizing will only be analyzed to determine project ROW needs. Detailed inlet level calculations are not included in this scope. Revise analysis of onsite parallel ditch drainage and cross culverts for the realigned preferred corridor to address property (R010404) owner's concerns.

b. FEMA Coordination:

- Coordinate with Local Floodplain Administrator as necessary throughout the project.
- Determine if a CLOMR or LOMR will be required and recommended. *If a CLOMR or LOMR is required after the Preliminary Drainage Report and through coordination with the Local Floodplain Administrator, a supplemental work authorization would be required.*

c. Impact and Mitigation Analysis:

- Prepare an impact analysis to determine increases in peak flow rates for the 2,10,25, and 100-year storm events including: existing and proposed peak flow rates, mitigation analysis, conceptual detention basin layouts, design of control structures, routing of storm hydrographs through basins. Revise impact and mitigation analysis for the realigned preferred corridor to address property (R010404) owner's concerns.
- Provide a comparison of existing versus proposed conditions at each outfall from the project area.
- Provide measures to mitigate adverse impacts to nearby buildings, property access points and runoff patterns.
- Calculate the volume of fill to be placed in the 100-year floodplain and recommend locations for compensatory storage.

d. Water Quality Analysis

- Prepare a schematic level water quality analysis to determine ROW needs for accommodation of water quality treatment BMPs in accordance with TxDOT, City of Jarrell, Williamson County Sustainable Roadside Guidelines, Williamson County Subdivision

Guidelines, and the TCEQ Edwards Aquifers Protection Program. Initial evaluation of the Corridor J alignment indicates the eastern portion is located within the Edward's Aquifer Recharge Zone. Revise schematic level water quality analysis the realigned corridor to address property (R010404) owner's concerns.

- e. Schematic Draft Drainage Report (Preferred Route)
  - Prepare a draft drainage report for the preferred route.
- f. Revised Schematic Draft Drainage Report (Revised Preferred Route to address property (R010404) owner's concerns)
  - Prepare a draft drainage report for the preferred route to address property (R010404) owner's concerns.
- g. Schematic Final Drainage Report (Preferred Route)
  - Prepare a final drainage report for the preferred route.

DELIVERABLES:

- Schematic Draft and Final Drainage Report.

8. ENVIRONMENTAL SERVICES (Included for the recommended route option only)

a. County Due Diligence:

- In addition to a constraints map and preparing a report, the environmental services will include desktop level research and field reconnaissance from public ROW, per the Williamson Design Criteria Manual.

The Environmental Services will consist of desktop level research and field reconnaissance from the public ROW, per the Williamson County Environmental Protocol, including incorporation of Threatened & Endangered Species and Karst information compiled by County's On-Call Environmental Consultant.

TxDOT Environmental Clearance is not included in this scope of services.

b. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, cemeteries, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, TCEQ & EPA Hazardous Materials Database Information, THC cultural resource information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, Threatened & Endangered Species Information.
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills;

oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct limited field reconnaissance from publicly accessible rights of way to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.
- c. Hazardous Materials Initial Site Assessment:
- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project. Conduct hazardous materials database search for the realignment portion of the preferred corridor to address property (R010404) owner's concerns.
  - Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the County are required during future stages of project development, the Engineer will review those findings and commitments with the County prior to completing the hazardous materials discussion.
- d. Karst Investigations will be performed by the Williamson County On-Call Environmental Consultant.
- e. Section 404 Clean Water Act Compliance:
- Prepare a wetland determination and delineation report on the preferred alignment only to assist in identifying potential waters of the US, including wetlands, specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1), and the appropriate regional supplement.
  - The intention of the Section 404 investigation is to avoid an individual permit through design. If a Nationwide Permit 14 Preconstruction Notification to the USACE or an individual permit is determined to be required, then it would be carried out under an additional scope and fee.
- f. Endangered Species Act Compliance will be performed by the Williamson County On-Call Environmental Consultant.
- g. Texas Antiquities Code (TAC)/Section 106 Compliance:
- Identify potential impacts of project on historic aged buildings within the constraints map and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

- Prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance for the preferred alignment only.
- Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

h. **DELIVERABLES:**

- Draft & Final Environmental Due Diligence Report
- Draft, Revised Draft for realignment of the preferred corridor to address property (R010404) owner's concerns & Final Environmental Due Diligence Report for Recommended Route Option
- Draft & Final Regulatory Records Review
- Draft and Final Hazardous Materials Initial Site Assessment for Recommended Route Option
- Draft & Final Wetlands Determination and Water Resources Report
- Draft & Final Threatened and Endangered Species Impacts Analysis Report
- Draft & Final Historic Resource Survey
- Draft & Final Texas Antiquities Permit Application and associated Scope of Work
- Draft & Final Archeological Resources Report.

9. **DELIVERABLES:**

a. Documents:

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hard copy of each deliverable will be provided unless additional copies are required per the submittal checklist.

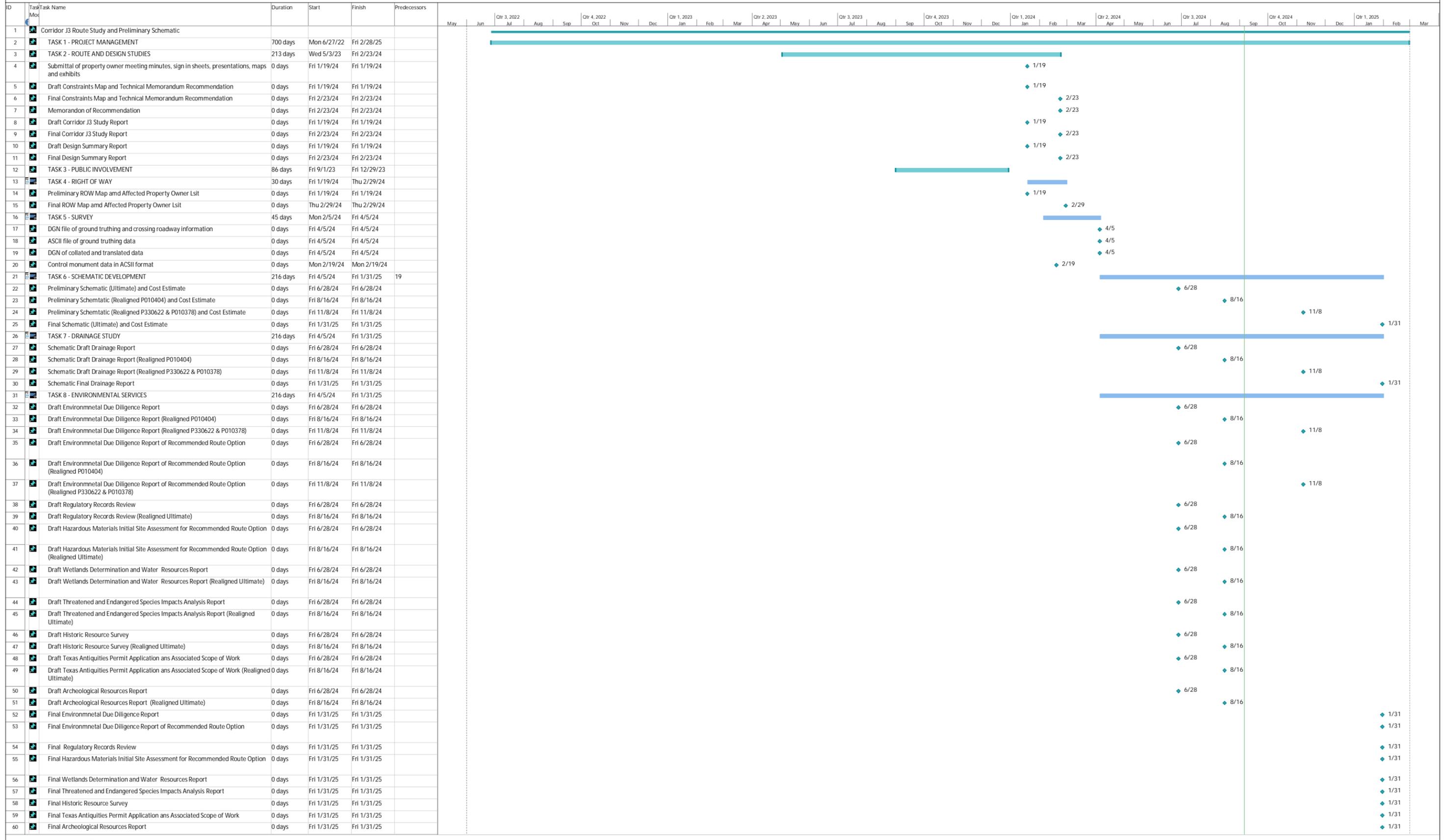
10. **EXCLUSIONS:**

a. The following items are not included in this work authorization:

- TRAFFIC DATA COLLECTION OR TRAFFIC ANALYSIS
- TXDOT NEPA DOCUMENTATION
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN)

- INTERIM SCHEMATIC
- PLAN PREPARATION (PS&E) SERVICES
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- RIGHT OF ENTRY TO PRIVATE PROPERTIES
- GEOTECHNICAL ENGINEERING
- NOISE WALLS
- TRAFFIC CONTROL/CONSTRUCTION SEQUENCE
- CONSTRUCTION TIME DETERMINATION
- CLOMR or LOMR
- ENVIRONMENTAL SERVICES:
  - ENDANGERED SPECIES ACT COMPLIANCE DOCUMENTATION (performed by others)
  - KARST FEATURE SURVEY (performed by others)
  - GEOLOGIC ASSESSMENT (performed by others)
  - ARCHEOLOGICAL SURVEY (performed by others)
  - HAZARDOUS MATERIALS PHASE I ESA, PHASE II (TESTING) OR PHASE III (REMEDIATION).

Attachment C - Schedule  
Corridor J3



**ATTACHMENT "D" FEE SCHEDULE**

SUMMARY

Corridor J3

Task	Description	Half Associates, Inc.			BGE			STANTEC			TOTALS
		WA1 Total	SWA #2 Additional	TOTAL	WA1 Total	SWA #2 Additional	TOTAL	WA1 Total	SWA #2 Additional	TOTAL	
Task 1	PROJECT MANAGEMENT	\$ 162,135.00	\$ -	\$ 162,135.00	\$ 61,143.65		\$ 61,143.65	\$ 4,920.00		\$ 4,920.00	\$ 228,198.65
Task 2	ROUTE AND DESIGN STUDIES	\$ 291,856.00	\$ -	\$ 291,856.00	\$ 198,843.26		\$ 198,843.26				\$ 490,699.26
Task 3	PUBLIC INVOLVEMENT	\$ 75,600.00	\$ -	\$ 75,600.00	\$ 17,155.16		\$ 17,155.16				\$ 92,755.16
Task 4	ROW	\$ 97,994.00	\$ -	\$ 97,994.00							\$ 97,994.00
Task 5	SURVEYING	\$ 56,033.00	\$ -	\$ 56,033.00							\$ 56,033.00
Task 6	SCHEMATIC DEVELOPMENT	\$ 335,006.00	\$ 69,348.00	\$ 404,354.00	\$ 423,950.52	\$ 63,792.00	\$ 487,742.52				\$ 892,096.52
Task 7	DRAINAGE STUDY	\$ 326,173.00	\$ 53,637.00	\$ 379,810.00							\$ 379,810.00
Task 8	ENVIRONMENTAL SERVICES	\$ 39,108.00	\$ -	\$ 39,108.00				\$ 29,040.00	\$ 5,970.00	\$ 35,010.00	\$ 74,118.00
Direct Expenses		\$ 8,720.00	\$ -	\$ 8,720.00	\$ 5,009.00		\$ 5,009.00	\$ 1,922.50	\$ 645.38	\$ 2,567.88	\$ 16,296.88
<b>SUB TOTALS</b>		<b>\$1,392,625.00</b>	<b>\$ 122,985.00</b>	<b>\$1,515,610.00</b>	<b>\$ 706,101.59</b>	<b>\$ 63,792.00</b>	<b>\$ 769,893.59</b>	<b>\$ 35,882.50</b>	<b>\$ 6,615.38</b>	<b>\$ 42,497.88</b>	<b>\$2,328,001.47</b>
Percentage		65.2%		65.1%	33.1%		33.1%			1.8%	100.0%
<b>TOTAL WORK</b>											<b>\$2,328,001.47</b>

**ATTACHMENT "D" FEE SCHEDULE**

**HALFF ASSOCIATES**

**Corridor J3**

TASK/DESCRIPTION	PRINCIPAL- IN-CHARGE	PROJECT MANAGER	DEPUTY PROJECT MANAGER	QUALITY MANAGER	SR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	GIS OPERATOR SR	RPLS TASK LEADER	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2PERSON SURVEY CREW	3 PERSON SURVEY CREW	SENIOR ENVIRO SCIENTIST	ENVIRO SCIENTIST III	ENVIRO SCIENTIST III	ENVIRO SCIENTIST IV (ARCH PI)	SENIOR FIELD TECH (ARCH)	FIELD TECH (BIOARCH)	CLERICAL / ADMIN	TOTAL MAN- HOURS	SUB ID.	TOTAL LABOR FOR TASK	
<b>TASK 1 PROJECT MANAGEMENT</b>																									
A COMMUNICATION	2	8	40																			50		\$ 12,934	
B PROGRESS REPORTS/INVOICING (20 MONTHS)		10	32																		16	58		\$ 12,088	
C QA/QC		1	3	3																		7		\$ 1,759	
PREPARE PLAN		8	13	5	19												10				10	65		\$ 13,402	
QC DELIVERABLES		8	6	6	19																	58		\$ 12,536	
CONTINUOUS QC			8	16		16																40		\$ 9,032	
D PROJECT COORDINATION/ADMIN		6	16	3		12																37		\$ 8,678	
PREPARE AND MAINTAIN RECORDKEEPING	1	18	24	3		12	3														30	91		\$ 17,322	
CORRESPONDENCE AND COORDINATION WITH GEC		6	32	3		12	4															57		\$ 13,314	
MANAGE ACTIVITIES		4	3			3																10		\$ 2,404	
E PROGRESS/COORDINATION MEETINGS																									\$ -
COORDINATION/STAKEHOLDER MTGS (12)		12	56		16	16		64														164		\$ 32,184	
INTERNAL COORDINATION MTGS		12	20		12		12	60														116		\$ 20,476	
F PROJECT SCHEDULE AND UPDATE			10				6	19													2	37		\$ 6,006	
																									\$ -
SUBTOTAL HOURS/COSTS	3	93	263	39	66	71	44	143								10					58	790		\$162,135	
<b>TASK 2 ROUTE AND DESIGN STUDIES</b>																									
A DATA COLLECTION																									\$ -
RECORD RESEARCH AND OBTAIN EXISTING INFORMATION			4				14	24														68		\$ 9,942	
FIELD INVESTIGATION		6	12				24	32														74		\$ 12,372	
ADJACENT PROPERTY OWNERSHIP SPREADSHEET			4					48														100		\$ 13,964	
B STAKEHOLDER COORDINATION																									\$ -
STAKEHOLDER COORDINATION MEETINGS (4)		4	12																			16		\$ 4,084	
PREPARE IMPACTED PARCEL EXHIBITS			8		10	60	20	140														238		\$ 36,678	
C CONSTRAINTS MAP 5 PRELIMINARY ALIGNMENTS ASSUMED)																									\$ -
DEVELOP CONSTRAINTS MAP	2	4	12		10	20		80	60													224		\$ 33,988	
DEVELOP ROUTE CONCEPTS	2	4	12	8	13	60	60	160	32													383		\$ 59,601	
ROUTE COSTS			10			40	30	60														140		\$ 22,440	
EVALUATION CRITERIA (DEVELOP/QUANTIFY)		4	8		40	40	20	40														152		\$ 28,340	
REFINE RECOMMENDED ROUTE OPTION	1	8	8		4	8	40	40														69		\$ 11,579	
D DESIGN CRITERIA			2			6	4	12														24		\$ 3,792	
E DRAFT AND FINAL MEMORANDUM	2	6	13	3	15	32	10	48													5	134		\$ 24,088	
F CORRIDOR E ROUTE STUDY REPORT	2	4	12	4	20	16	24	66													8	156		\$ 26,330	
G DESIGN SUMMARY FORM					4	4	6	16														30		\$ 4,658	
																									\$ -
																									\$ -
SUBTOTAL HOURS/COSTS	9	40	117	15	112	282	220	766	92							142					13	1808		\$291,856	
<b>TASK 3 PUBLIC INVOLVEMENT</b>																									
A PI Plan																									\$ -
COORDINATION/MAP PRODUCTION		16	24		24	40		60														164		\$31,232	
Property Owner Meetings (6/10 to 25)		16	52																			68		\$17,340	
Feedback on PI Materials		4	16			26																46		\$10,106	
Review and provide feedback to on project status updates		4	20			30		40														94		\$16,922	
SUBTOTAL HOURS/COSTS		40	112		24	96		100														372		\$75,600	

**ATTACHMENT "D" FEE SCHEDULE**

**HALFF ASSOCIATES**

**Corridor J3**

<b>TASK 4 ROW</b>																		
DRAFT PRELIMINARY ROW MAP	2	6		12	36		120	40							216		\$32,050	
FINAL PRELIMINARY ROW MAP	2	6		12	36		80	40	16	36	110	100			438		\$65,944	
<b>SUBTOTAL HOURS/COSTS</b>	<b>4</b>	<b>12</b>		<b>24</b>	<b>72</b>		<b>200</b>	<b>80</b>	<b>16</b>	<b>36</b>	<b>110</b>	<b>100</b>		<b>654</b>		<b>\$97,994</b>		
<b>TASK 5 SURVEYING</b>																		
VERIFY EXISTING CONTROL FOR COUNTY LIDAR									4	2	12	20			39		\$6,330	
ESTABLISH HORIZONTAL AND VERTICAL CONTROL (6 TOTAL)									3	8	16	20	20		69		\$12,391	
GROUND TRUTHING FOR LIDAR									2	12	24	70			109		\$17,762	
PRODUCTION OF DELIVERABLES									24	40	80				145		\$19,550	
<b>SUBTOTAL HOURS/COSTS</b>									<b>33</b>	<b>62</b>	<b>132</b>	<b>110</b>	<b>20</b>		<b>362</b>		<b>\$56,033</b>	
<b>TASK 6 SCHEMATIC DEVELOPMENT</b>																		
<b>A Schematic LAYOUT</b>		20		20	48	60	160								308		\$48,444	
SCHEMATIC DEVELOPMENT (includes 2 full interchange)	12	24	16	160	280	280	360								1132		\$193,576	
<b>SCHEMATIC DESIGN SUBMITTAL DELIVERABLES</b>																		
PREPARE PRELIMINARY SCHEMATIC DELIVERABLE	1	12	4	60	84	88	160								409		\$68,376	
Revise preliminary schematic (Recommended Alt realignment)					80	140	240										\$69,348	
PREPARE FINAL SCHEMATIC DELIVERABLE	1	8	2		24	46	80								161		\$24,610	
<b>B Engineering Cost Estimate (BGE)</b>																		
<b>SUBTOTAL HOURS/COSTS</b>	<b>14</b>	<b>64</b>	<b>30</b>	<b>240</b>	<b>516</b>	<b>614</b>	<b>1000</b>								<b>2010</b>		<b>\$404,354</b>	
<b>TASK 7 DRAINAGE STUDY</b>																		
OBTAIN AND REVIEW AVAILABLE MODELS AND DATA COLLECTION		1			4	8	16								29		\$4,279	
<b>A HYDROLOGIC/HYDRAULIC MODELING</b>																		
PREPARE PRELIMINARY MODELS FOR RECOMMENDED ALT	1	5	6	22	36	56	112	28							266		\$41,493	
PREPARE SCHEMATIC LEVEL HYDROLOGIC AND HYDRAULIC MODELS		5	6	22	52	56	176	28							345		\$52,377	
DEVELOP EXISTING CHANNEL CROSS SECTIONS		5	3	14	24	40	60	10							156		\$24,955	
PARALLEL DRAINAGE FOR ROW NEEDS		5	6	14	24	42	64	10							165		\$26,507	
<b>B FEMA COORDINATION</b>																		
COORDINATE WITH LOCAL FPA				2	8	12	4								26		\$4,378	
DETERMINE IF CLOMPL/OMR REQUIRED		4	4	20	16	24	60	16							144		\$23,104	
<b>C IMPACT AND MITIGATION ANALYSIS</b>																		
PREPARE AN IMPACT ANALYSIS		3	6	16	68	152	204	72							521		\$77,593	
<b>D WATER QUALITY ANALYSIS</b>																		
WQ BMP EVALUATION		3	6	16	50	120	120	50							365		\$55,759	
<b>E SCHEMATIC REPORTS</b>																		
DRAFT		9	10	26	52	80	88	20							285		\$46,913	
FINAL		8	8	12	24	32	40	8							132		\$22,452	
<b>SUBTOTAL HOURS/COSTS</b>	<b>1</b>	<b>48</b>	<b>55</b>	<b>164</b>	<b>358</b>	<b>622</b>	<b>944</b>	<b>242</b>							<b>2434</b>		<b>\$379,810</b>	
<b>TASK 8 ENVIRONMENTAL SERVICES</b>																		
<b>A ENVIRONMENTAL DUE DILIGENCE AND REPORT</b>																		
PREPARE AND SUBMIT DRAFT REPORT FOR WILCO REVIEW																		
PREPARE AND SUBMIT FINAL REPORT FOR WILCO REVIEW AND CONCURRENCE																		
<b>B DATA COLLECTION AND FIELD RECONNAISSANCE</b>																		
OBTAIN AND UPDATE PUBLIC DATA																		
CONDUCT REGULATORY RECORDS REVIEW																		
CONDUCT FIELD RECONNAISSANCE																		
<b>C HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT</b>																		
<b>D SECTION 404 CLEAN WATER ACT COMPLIANCE</b>																		
IDENTIFY POTENTIAL WATERS OF THE US									8	48	48			48	8	160	\$18,704	
<b>E HISTORICAL SITE COMPLIANCE</b>																		
CONDUCT HISTORIC RESOURCES SURVEY																		
PREPARE AND SUBMIT TO THC HISTORIC RESOURCES SURVEY REPORT																		
<b>F TEXAS ANTIQUITIES CODE COMPLIANCE</b>																		
ARCHAEOLOGICAL SURVEY AND SUMMARY												48	48	60	8	164	\$20,404	
<b>SUBTOTAL HOURS/COSTS</b>									<b>8</b>	<b>48</b>	<b>48</b>	<b>48</b>	<b>48</b>	<b>108</b>	<b>16</b>	<b>324</b>		<b>\$39,108</b>

**ATTACHMENT "D" FEE SCHEDULE**

**HALFF ASSOCIATES**

**Corridor J3**

<b>FEE SUMMARY</b>																							
TASK 1	PROJECT MANAGEMENT	3	93	263	39	66	71	44	143											58	790	\$162,135.00	
TASK 2	ROUTE AND DESIGN STUDIES	9	40	117	15	112	282	220	766	92										13	1808	\$291,856.00	
TASK 3	PUBLIC INVOLVEMENT		40	112		24	96		100												372	\$75,600.00	
TASK 4	ROW		4	12		24	72		200	80	16	36	110	100							654	\$97,994.00	
TASK 5	SURVEYING										33	62	132	110	20						5	362	\$56,033.00
TASK 6	SCHEMATIC DEVELOPMENT		14	64	30	240	516	614	1000												2478	\$404,354.00	
TASK 7	DRAINAGE STUDY		1	48	55	164	358	622	944	242											2434	\$379,810.00	
TASK 8	ENVIRONMENTAL SERVICES																				324	\$39,108.00	
<b>TOTAL HOURS</b>		<b>12</b>	<b>192</b>	<b>616</b>	<b>139</b>	<b>630</b>	<b>1395</b>	<b>1500</b>	<b>3153</b>	<b>414</b>	<b>49</b>	<b>98</b>	<b>242</b>	<b>210</b>	<b>20</b>	<b>8</b>	<b>200</b>	<b>48</b>	<b>48</b>	<b>48</b>	<b>108</b>	<b>9222</b>	<b>\$1,506,890</b>
<b>CONTRACT RATES (\$)</b>		<b>\$375.00</b>	<b>\$268.00</b>	<b>\$251.00</b>	<b>\$246.00</b>	<b>\$235.00</b>	<b>\$193.00</b>	<b>\$155.00</b>	<b>\$126.00</b>	<b>\$128.00</b>	<b>\$241.00</b>	<b>\$128.00</b>	<b>\$107.00</b>	<b>\$187.00</b>	<b>\$251.00</b>	<b>\$212.00</b>	<b>\$144.00</b>	<b>\$105.00</b>	<b>\$179.00</b>	<b>\$118.00</b>	<b>\$91.00</b>	<b>\$86.00</b>	
<b>TOTAL LABOR COSTS</b>		<b>\$4,500</b>	<b>\$51,456</b>	<b>\$154,616</b>	<b>\$34,194</b>	<b>\$148,050</b>	<b>\$269,235</b>	<b>\$232,500</b>	<b>\$397,278</b>	<b>\$52,992</b>	<b>\$11,809</b>	<b>\$12,544</b>	<b>\$25,894</b>	<b>\$39,270</b>	<b>\$5,020</b>	<b>\$1,696</b>	<b>\$28,800</b>	<b>\$5,040</b>	<b>\$8,592</b>	<b>\$5,664</b>	<b>\$9,828</b>	<b>\$7,912</b>	<b>\$1,506,890.00</b>
<b>TOTAL BY CATEGORY</b>		<b>0%</b>	<b>3%</b>	<b>10%</b>	<b>2%</b>	<b>10%</b>	<b>18%</b>	<b>15%</b>	<b>26%</b>	<b>4%</b>						<b>2%</b>					<b>1%</b>	<b>92%</b>	<b>\$1,506,890.00</b>
					</																		

**ATTACHMENT "D" FEE SCHEDULE**

**BGE**

**CORRIDOR J3**

TASK / DESCRIPTION	PRINCIPAL- IN-CHARGE	QA QC	SENIOR PROJECT MANAGER	SR PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SR TECH	TOTAL MAN- HOURS	TOTAL LABOR FOR TASK
<b>TASK 1 PROJECT MANAGEMENT</b>										
A COMMUNICATION	1	2	3	4	5	3			18	\$4,007
B PROGRESS REPORTS/INVOICING (8 MONTHS)			12	1			5		18	\$3,931
C QA/QC PLAN										
PREPARE PLAN		2	1	1			1		5	\$1,153
QC DELIVERABLES		2	1	2	2	2	1		10	\$2,112
CONTINUOUS QC		6	4	1					11	\$2,853
D PROJECT COORDINATION/ADMIN										
PREPARE AND MAINTAIN RECORDKEEPING	1	1	24	7		2	18		53	\$10,951
CORRESPONDENCE AND COORDINATION WITH GEC (By others)										
MANAGE ACTIVITIES			24	16			40		80	\$15,100
E PROGRESS/COORDINATION MEETINGS										
COORDINATION/STAKEHOLDER MTGS			24				36		60	\$10,955
INTERNAL COORDINATION MTGS (16 INTERNAL)	2	10	5	5	5		5		32	\$7,397
F PROJECT SCHEDULE AND UPDATE	1	2				4	9		16	\$2,685
<b>SUBTOTAL HOURS/COSTS</b>	<b>5</b>	<b>25</b>	<b>98</b>	<b>37</b>	<b>12</b>	<b>11</b>	<b>115</b>		<b>303</b>	<b>\$61,144</b>
<b>TASK 2 ROUTE AND DESIGN STUDIES</b>										
A DATA COLLECTION										
RECORD RESEARCH AND OBTAIN EXISTING INFORMATION		2	4	4	4	8	16		38	\$6,725
FIELD INVESTIGATION			2	4	4	20	20		50	\$8,110
ADJACENT PROPERTY OWNERSHIP SPREADSHEET (assume 5 alignments)		8	6	4		8	20		46	\$8,554
B STAKEHOLDER COORDINATION										
STAKEHOLDER COORDINATION MEETINGS (10)			40	40					80	\$19,080
PREPARE IMPACTED PARCEL EXHIBITS		8	20			40	132	56	256	\$42,433
C CONSTRAINTS MAP 5 PRELIMINARY ALIGNMENTS ASSUMED)										
DEVELOP CONSTRAINTS MAP (By Others)										
DEVELOP ROUTE CONCEPTS (UP TO 5)	3	6	8	40	50	36	80	24	247	\$45,260
ROUTE COST ESTIMATE (Assume 5 Routes)										
EVALUTATION CRITERIA (DEVELOP/QUANTIFY)	2	6	12	16	16	16	32	16	116	\$22,189
REFINE RECOMMENDED ROUTE OPTION (UP TO 5)	1	4	6	8	8	8	16	8	59	\$11,365
D DESIGN CRITERIA (Support to Prime)			4	12					16	\$3,708
E DRAFT AND FINAL MEMORANDUM		1	2	12	7	18	22		62	\$10,769
F CORRIDOR E ROUTE STUDY REPORT		1	18	18	6	15	60		118	\$20,650
G DESIGN SUMMARY FORM (By others)										
<b>SUBTOTAL HOURS/COSTS</b>	<b>6</b>	<b>36</b>	<b>122</b>	<b>158</b>	<b>95</b>	<b>169</b>	<b>398</b>	<b>104</b>	<b>1088</b>	<b>\$198,843</b>

**ATTACHMENT "D" FEE SCHEDULE**

**BGE**

**CORRIDOR J3**

<b>TASK 3</b>	<b>PUBLIC INVOLVEMENT</b>										
	A Public Involvement Plan										
	COORDINATION WITH HALFF TO PROVIDE RIFELINE MATERIALS	2		24	18		10	36		90	\$17,155
	<b>SUBTOTAL HOURS/COSTS</b>	<b>2</b>		<b>24</b>	<b>18</b>		<b>10</b>	<b>36</b>		<b>90</b>	<b>\$17,155</b>
<b>TASK 5</b>	<b>SCHEMATIC DEVELOPMENT</b>										
	SCHEMATIC										
	DRAFT PRELIMINARY SCHEMATIC (Approximately 4 miles and one complete interchange)	4	20	46	84	240	284	416	140	1234	\$216,146
	WALK Through for selected Alternatives			36	32	8		16		92	\$20,133
	Preliminary Cross sections (Every 100 feet)		20	36	32	144		180		412	\$76,448
	FINAL PRELIMINARY SCHEMATIC	4	24	39	60	88	80	160	80	535	\$99,475
	ENGINEERING COST ESTIMATE (HALFF)			8	12		40	80		140	\$21,901
	Typical Sections		2	16	20	152	60			250	\$50,412
	Cost Estimate (draft and final)		2	4		8					\$3,228
	<b>SUBTOTAL HOURS/COSTS</b>	<b>8</b>	<b>68</b>	<b>185</b>	<b>240</b>	<b>640</b>	<b>464</b>	<b>852</b>	<b>220</b>	<b>2663</b>	<b>\$487,743</b>
<b>F E E S U M M A R Y</b>											
TASK 1	PROJECT MANAGEMENT	5	25	98	37	12	11	115		303	\$61,143.65
TASK 2	ROUTE AND DESIGN STUDIES	6	36	122	158	95	169	398	104	1088	\$198,843.26
TASK 3	PUBLIC INVOLVEMENT	2		24	18		10	36		90	\$17,155.16
TASK 5	SCHEMATIC DEVELOPMENT	8	68	185	240	640	464	852	220	2677	\$487,742.52
<b>TOTAL HOURS</b>		<b>21</b>	<b>129</b>	<b>429</b>	<b>453</b>	<b>747</b>	<b>654</b>	<b>1401</b>	<b>324</b>	<b>4158</b>	
<b>CONTRACT RATES (\$)</b>		\$290.00	\$270.00	\$252.00	\$225.00	\$210.00	\$157.00	\$136.31	\$195.72		
<b>TOTAL LABOR COSTS</b>		\$6,090	\$34,830	\$108,108	\$101,925	\$156,870	\$102,678	\$190,970	\$63,413		\$764,884.59
<b>TOTAL BY CATEGORY</b>		1%	5%	14%	13%	21%	13%	25%	8%	100%	\$764,884.59
										<b>TOTAL LABOR =</b>	<b>\$764,884.59</b>
										<b>TOTAL ODE =</b>	<b>\$5,009.00</b>
										<b>TOTAL FEE =</b>	<b>\$769,893.59</b>

**ATTACHMENT "D" FEE SCHEDULE**

**BGE**

**CORRIDOR J3**

<b>DIRECT EXPENSE ITEMS</b>	<b>UNIT</b>	<b>QTY</b>	<b>PRICE</b>	<b>TOTAL</b>
MILEAGE	mile	2000	\$0.545	\$1,090.00
OVERNIGHT MAIL - LETTER SIZE	each	10	\$25.40	\$254.00
OVERNIGHT MAIL - OVERSIZED BOX	each	10	\$35.00	\$350.00
COURIER SERVICES	each	8	\$35.00	\$280.00
PHOTOCOPIES B/W (11" X 17")	each	1000	\$0.20	\$200.00
PHOTOCOPIES B/W (8 1/2" X 11")	each	2000	\$0.10	\$200.00
PHOTOCOPIES COLOR (11" X 17")	each	500	\$1.25	\$625.00
PHOTOCOPIES COLOR (8 1/2" X 11")	each	300	\$0.75	\$225.00
PLOTS (B/W ON BOND)	per sq. ft.	100	\$0.60	\$60.00
PLOTS (COLOR ON BOND)	per sq. ft.	1000	\$1.60	\$1,600.00
COLOR GRAPHICS ON FOAM BOARD	per sq. ft.		\$18.00	
PRESENTATION BOARDS 30" X 40" COLOR MOUNTED	each		\$150.00	
REPORT PRINTING	each		\$50.00	
REPORT BINDING AND TABBING	each		\$20.00	
REPRODUCTION OF CD/DVD	each	11		
ENVIRONMENTAL DATABASE SEARCH	each			
FEMA FIS BACKUP DATA REQUEST	each	1	125	\$125.00
			<b>TOTAL</b>	<b>\$5,009.00</b>

**ATTACHMENT "D" FEE SCHEDULE**

**COX MCCLAIN ENVIRONMENTAL CONSULTING, INC.**

**Corridor J3**

TASK/DESCRIPTION	PROJECT MANAGER	SR		SR ENVIRONMENTAL SCIENTIST SR ARCH	Geologist	ENVIRONMENTAL SCIENTIST IV	ENVIRONMENTAL SCIENTIST/ARCH III	ADMIN/ BIO/ARCH VII	GIS OPERATOR	FIELD TECH SR	FIELD TECH	TOTAL MAN- HOURS	TOTAL LABOR FOR TASK
		ENVIRONMENTAL PLANNER	Architectural Historian										
<b>TASK 1 PROJECT MANAGEMENT</b>													
B PROJECT COORDINATION & ADMINISTRATION	8							8				16	\$1,840
E PROGRESS/COORDINATION MEETINGS													
ATTEND KICKOFF MEETING	1			1								2	\$270
ATTEND PROGRESS MEETINGS BY PHONE	6			4								10	\$1,390
INTERNAL COORDINATION MEETINGS	4			4			4					12	\$1,420
<b>SUBTOTAL HOURS/COSTS</b>	<b>19</b>			<b>9</b>			<b>4</b>	<b>8</b>				<b>40</b>	<b>\$4,920</b>
<b>TASK 2 ROUTE AND DESIGN STUDIES</b>													
<b>TASK 7 ENVIRONMENTAL SERVICES (</b>													
A ENVIRONMENTAL DUE DILIGENCE AND REPORT													
PREPARE AND SUBMIT DRAFT REPORT FOR WILCO REVIEW	10	10		2	6	12	12	8	18			78	\$8,180
PREPARE AND SUBMIT FINAL REPORT FOR WILCO REVIEW AND CONCURRENCE		1		1	2	2	2		4			12	\$1,195
B DATA COLLECTION AND FIELD RECONNAISSANCE													
OBTAIN AND UPDATE PUBLIC DATA													
CONDUCT REGULATORY RECORDS REVIEW		1			2			2				5	\$490
CONDUCT FIELD RECONNAISSANCE	1				16	8		8	8			41	\$3,955
C HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT	2	8		4	34	4		12	12			76	\$7,800
D SECTION 404 CLEAN WATER ACT COMPLIANCE													
IDENTIFY POTENTIAL WATERS OF THE US	2			4		8	8		8			30	\$2,970
E HISTORICAL SITE COMPLIANCE													
CONDUCT HISTORIC RESOURCES SURVEY	2		6	2		20	12		8			50	\$4,970
PREPARE AND SUBMIT TO THC HISTORIC RESOURCES SURVEY REPORT													
F TEXAS ANTIQUITIES CODE COMPLIANCE													
ARCHEOLOGICAL SURVEY AND SUMMARY	2		8	2		20	8		14			54	\$5,450
<b>SUBTOTAL HOURS/COSTS</b>	<b>19</b>	<b>20</b>	<b>14</b>	<b>15</b>	<b>60</b>	<b>74</b>	<b>42</b>	<b>30</b>	<b>72</b>			<b>346</b>	<b>\$35,010</b>

**ATTACHMENT "D" FEE SCHEDULE**

**COX MCCLAIN ENVIRONMENTAL CONSULTING, INC.**

**Corridor J3**

TASK/DESCRIPTION	PROJECT MANAGER	SR		SR ENVIRONMENTAL SCIENTIST SR ARCH	Geologist	ENVIRONMENTAL SCIENTIST IV	ENVIRONMENTAL SCIENTIST/ARCH III	ADMIN/ BIO/ARCH VII	GIS OPERATOR	FIELD TECH SR	FIELD TECH	TOTAL MAN- HOURS	TOTAL LABOR FOR TASK
		ENVIRONMENTAL PLANNER	Architectural Historian										
<b>FEE SUMMARY</b>													
TASK 1 PROJECT MANAGEMENT	19			9			4	8				40	\$4,920.00
TASK 7 ENVIRONMENTAL SERVICES (	19	20	14	15	60	74	42	30	72			346	\$35,010.00
<b>TOTAL HOURS</b>	<b>38</b>	<b>20</b>	<b>14</b>	<b>24</b>	<b>60</b>	<b>74</b>	<b>46</b>	<b>38</b>	<b>72</b>			<b>386</b>	
<b>CONTRACT RATES (\$)</b>	\$155.00	\$130.00	\$125.00	\$115.00	\$105.00	\$95.00	\$85.00	\$75.00	\$95.00	\$65.00	\$60.00		
<b>TOTAL LABOR COSTS</b>	\$5,890	\$2,600	\$1,750	\$2,760	\$6,300	\$7,030	\$3,910	\$2,850	\$6,840				\$39,930.00
<b>TOTAL BY CATEGORY</b>	15%	7%		7%		18%	10%	7%	17%			80%	\$39,930.00
													<b>TOTAL LABOR = \$39,930.00</b>
													<b>TOTAL ODE = \$2,567.88</b>
													<b>TOTAL FEE = \$42,497.88</b>
<b>DIRECT EXPENSE ITEMS</b>	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL</b>									
Mileage	675	mile	\$0.545	\$367.88									
Photocopies B/W (8 1/2" X 11")		each	\$0.10										
Photocopies Color (8 1/2" X 11")		each	\$0.75										
Photocopies B/W (11" X 17")		each	\$0.20										
Photocopies Color (11" X 17")		each	\$1.25										
Plots (B/W on Bond)		per sq. ft.	\$0.60										
Plots (Color on Bond)		per sq. ft.	\$1.60										
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)		day	\$50.00										
Hazardous Materials Database Search	4	Each	\$550.00	\$2,200.00									
CAS Curation (records only)		LS	\$450.00										
TARL Site Forms		Each	\$96.00										
Backhoe Rental (assume none)		day	\$1,500.00										
Overnight Mail - Letter Size		each	\$25.40										
Overnight Mail - Oversized Box		each	\$35.00										
		<b>TOTAL</b>		<b>\$2,567.88</b>									

**Commissioners Court - Regular Session**

**63.**

**Meeting Date:** 09/17/2024

Consent and Development Agreement for Williamson County MUD No 41

**Submitted For:** Adam Boatright

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Hillwood Enterprises, LP, M&RFF, LLC and the proposed Williamson County Municipal Utility District No. 41.

**Background**

**Fiscal Impact**

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

**Attachments**

Consent and Development Agreement - WC MUD 41

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:57 AM

Started On: 09/12/2024 11:49 AM

**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**WILLIAMSON COUNTY, TEXAS;**

**HILLWOOD ENTERPRISES, LP;**

**M&RBFF, LLC;**

**AND**

**WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41**

## CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), HILLWOOD ENTERPRISES, L.P. (the “Developer”), and M&RBFF, LLC (the “Owner”). Subsequent to its creation, WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The County, the Owner, the Developer and the District are sometimes referred to individually herein as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, the Developer has under contract with Owner to purchase approximately 198.733 acres of land located within the boundaries of the County (the “Land”); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner, Developer, and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner and Developer has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the “TCEQ”); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer HILLWOOD ENTERPRISES, L.P. and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 198.733 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted on the date of the County's execution of this Agreement.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

## **ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS**

**Section 2.01. Creation of District.** The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by M&RBFF, LLC for the creation of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 41*, TCEQ Docket \_\_\_\_\_ ("*TCEQ Proceeding*"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

**Section 2.02. District Execution of Agreement.** The Developer shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

**ARTICLE III  
ROADWAY IMPROVEMENTS**

**Section 3.01. Right of Way Dedications.**

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, Developer, or an affiliated entity under common control of the Owner or Developer will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, Developer, or an affiliated entity under common control of the Owner or Developer required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, Developer, or any affiliated entity under common control of Developer or Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, Developer, or an affiliated entity under common control of Owner or Developer will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, Developer, or an affiliated entity under common control of Owner or Developer required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer , the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner and Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner or Developer which will not be unreasonably withheld. Owner and Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

**Section 3.02. Road Construction.** Except in cases when the Owner, Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner, Developer or the District and shall be constructed

pursuant to the Applicable Rules. The Owner and Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

**Section 3.03. Road Maintenance.** The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner and Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

#### **ARTICLE IV DEVELOPMENT OF LAND**

**Section 4.01. Uniform and Continued Development.** The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and Developer have vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 4.02. Additional Land.** Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

**Section 4.03. Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

**ARTICLE V**  
**TERM, ASSIGNMENT, AND REMEDIES**

**Section 5.01. Term.** The term of this Agreement shall commence following the County's, Owner's, and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

**Section 5.02. Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and the Developer and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's or Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

**Section 5.03. Assignment.**

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner and Developer, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner and Developer shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner or Developer without the County's written consent; provided, however, that the Owner or Developer shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

**Section 5.04. Remedies.**

(a) If the County defaults under this Agreement, the Owner, Developer, or the District may give notice setting forth the event of default ("Notice") to the County. If the County fails to cure any default that can be cured by the payment of money ("Monetary Default") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

## **ARTICLE VI MISCELLANEOUS PROVISIONS**

**Section 6.01. Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County  
Attn: County Judge  
710 Main Street, Ste. 101  
Georgetown, Texas 78628

Developer: Hillwood Enterprises, L.P.  
Attn: Brian Carlock  
3000 Turtle Creek  
Dallas, TX 75219

District: Allen Boone Humphries Robinson LLP  
Attn: Trey Lary  
3200 Southwest Freeway, Suite 2600  
Houston, TX 77027

Owner(s): M&RBFF, LLC  
Attn: David Bost  
1903 Aster Way  
Round Rock, TX 78665

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

**Section 6.02. Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 6.03. Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 6.04. Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 6.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 6.06. Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may

include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 6.07. Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 6.08. Authority for Execution.** The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner, Developer, and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner, Developer, and District.

**Section 6.09 Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 6.10. Interpretation.** As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**Section 6.11. No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the County, the District, the Owner, nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner, and the Developer (and any permitted assignee of the Owner or Developer).

**Section 6.12.**     **Exhibits.**    The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** - Metes and Bounds Description and Map of the Land

**Exhibit B** - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

**(Signatures on the following pages.)**

**WILLIAMSON COUNTY, TEXAS  
(COUNTY)**

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

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

Title: As Presiding Officer of the Williamson  
County Commissioners Court

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature

(Seal)

**DEVELOPER:**

**Hillwood Enterprises, L.P.**

a Texas limited partnership

By: [Signature]

Name: BRIAN CARLOCK

Its: SENIOR VICE PRESIDENT

Date: 9/12/24

Address for Notice:

Hillwood Communities  
Attn: Brian Carlock  
3000 Turtle Creek  
Dallas, TX 75219

THE STATE OF Texas

§  
§  
§

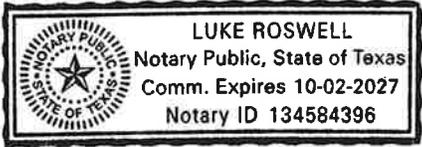
COUNTY OF Travis

This instrument was acknowledged before me on the 12<sup>th</sup> day of September, 2024, by Brian Carlock, as Senior Vice President of Hillwood Enterprises, on behalf of Developer.

[Signature]

Notary Public Signature

(SEAL)



**OWNER:**

M&RBFF, LLC

By: David Bost

Name: DAVID BOST

Its: MANAGER

Date: 9-10-2024

Address for Notice:

M&RBFF, LLC

Attn: DAVID BOST

1903 ASTER WAY

ROUND ROCK, TX

78665

THE STATE OF Texas

§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on the 10<sup>th</sup> day of September, 2024, by David Bost, as Manager of M&RBFF, LLC, on behalf of Developer.



(SEAL) Tori Beth Streff  
Notary Public Signature

**WILLIAMSON UNICIPAL UTILITY  
DISTRICT NO. 41**

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

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

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

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

Address for Notice:

\_\_\_\_\_ Allen Boone Humphries Robinson LLP

\_\_\_\_\_ Attn: Trey Lary  
\_\_\_\_\_ 3200 Southwest Freeway, Suite 2600  
\_\_\_\_\_ Houston, TX 77027

THE STATE OF TEXAS            §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of the Board of  
Directors of \_\_\_\_\_ Municipal Utility District No. \_\_\_\_\_, on behalf of said  
District.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

**EXHIBIT A**

Metes and Bounds Description  
and  
Map of the Land

[attached]

FIELD NOTES  
FOR

A 198.733 TRACT OF LAND SITUATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 426, AND BEING A PORTION OF A REMNANT PORTION OF A CALLED 52.41 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF: A CALLED 112 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 25.00 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A CALLED 10.01 ACRE TRACT OF LAND CONVEYED TO M&RBFF, LLC, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2017112468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 198.733 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

**BEGINNING** at a ½" iron rod found on a point in south right-of-way line of said County Road 105 (136' wide right-of-way), said point being the northwest corner of a Remnant Portion of a called 50.441-acre tract conveyed to The Ranches at Emerald Meadows, LLC, same being the northeast corner of the Remnant Portion of said 52.41-acre tract, for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE** departing the south right-of-way line of said County Road 105, with, in part, the west boundary line of said 50.441-acre tract, in part, the west boundary line of a called 1.013-acre tract conveyed to Christine L. Taylor Darlington, by instrument recorded in Document No. 2016021340 of said Official Public Records, in part the west boundary line of a called 9.807-acre tract conveyed to Samuel Darlington, recorded in Document No. 2014023721 of said Official Public Records, same being, in part, the east boundary line of said 52.41-acre tract and, in part the east boundary line of said 112-acre tract, **S 21°31'22" E**, a distance of **3447.99 feet** to a concrete monument found on a point in the north boundary line of a called 15.03-acre tract conveyed to Jane Elizabeth Spangler and Dennis Raymond Spangler, by instrument recorded in Volume 1161, Page 561 of the Official Records of said County, same being the southeast corner of said 112-acre tract, for the southeast corner hereof;

**THENCE** with, in part, the north boundary line of said 15.03-acre tract, in part the north boundary line of a called 14.00-acre tract conveyed to Adriana Pat Ramirez-Carranza, by instrument recorded in Document No. 2020101280 of said Official Public Records, in part the north boundary line of Lot 1, Villa Hermosa Subdivision, a subdivision according to the plat recorded in Document No. 2019100894 of said Official Public Records, in part the north boundary line of a called 15.63-acre tract conveyed to Edward R. Petrere and Evelyn O. Petrere, by instrument recorded in Document No. 2013009340 of said Official Public Records, in part the north boundary line of a called 21.97-acre tract conveyed to Greg Zunker, by instrument recorded in Document No. 2002037279 of said Official Public Records and, in part the north boundary line of a called 15.03-acre tract conveyed to 4681 Investments, LLC, by instrument recorded in Document No. 2011011896 of said Official Public Records, same being, in part the south boundary line of said 112-acre tract, and, in part, of said 10.01-acre tract, **S 68°17'10" W**, a distance of **3414.90 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on a point in the east right-of-way line of County Road

110 (variable with right-of-way), said point being the northwest corner of said 15.03-acre tract, same being the southwest corner of said 10.01-acre tract, for the southwest corner hereof;

**THENCE** with the east right-of-way of said County Road 110, same being, in part, the west boundary line of said 10.01-acre tract, and in part, the west boundary line of said 112-acre tract and , in part, the west boundary line of said 25.00-acre tract N **21°41'06"** W, a distance of **1708.14 feet** to a  $\frac{1}{2}$ " iron rod with cap stamped "Pape-Dawson" set on a point, being the southwest corner of a called 4.32-acre tract conveyed to Noah and Avery's Place, LLC, by instrument recorded in Document No. 2016111762 of said Official Public Records, same being the northwest corner of said 25.00-acre tract, for the westernmost northwest corner hereof;

**THENCE** departing the east right-of-way line of said County Road 101, with the common boundary line between said 4.32-acre tract with the north boundary line of said 25.00-acre tract, the following two (2) courses and distances:

1. **N 67°40'25" E**, a distance of **450.54 feet** to a  $\frac{1}{2}$ " iron rod found on an angle point hereof, and
2. **N 21°44'18" W**, a distance of **208.45 feet** to a  $\frac{1}{2}$ " iron rod found on a point being the south west corner of a called 11.868-acre tract conveyed to Noah and Avery's Place, LLC, by instrument recorded in Document No. 2020157407 of said Official Public Records, for an angle point hereof

**THENCE** with, in part, the south boundary line of said 11.868-acre tract and, in part, the south boundary line of a called 17.90-acre tract conveyed to Homer R. Thomas and Barbara L. Thomas by instrument recorded in Volume 770, Page 825 of the Deed Records of said County N **68°05'47" E**, a distance of **1501.58 feet** to a mag nail with washer stamped "Steger Bizzell" found on a point being the southwest corner of said 17.90-acre tract, same being the southwest corner of said 52.41-acre tract, for an ell corner hereof;

**THENCE** departing the north boundary line of said 112-acre tract, with the east boundary line of said 17.90-acre tract, same being the west boundary line of said 52.41-acre tract, N **21°20'41" W**, a distance of **1485.94 feet** to a iron rod with cap found on a point in the south right-of-way line of said County Road 105, said point being the northeast corner of the Remnant Portion of said 17.90-acre tract, same being the northwest corner of the Remnant Portion of said 52.41-acre tract, for the northernmost northwest corner hereof;

**THENCE** with the south right-of-way line of said County Road 105, same being the north boundary line of the Remnant Portion of said 52.451-acre tract, the following two (2) courses and distances:

1. **N 68°53'01" E**, a distance of **1067.49 feet** to a  $\frac{1}{2}$ " iron rod found on a point of curvature hereof, and

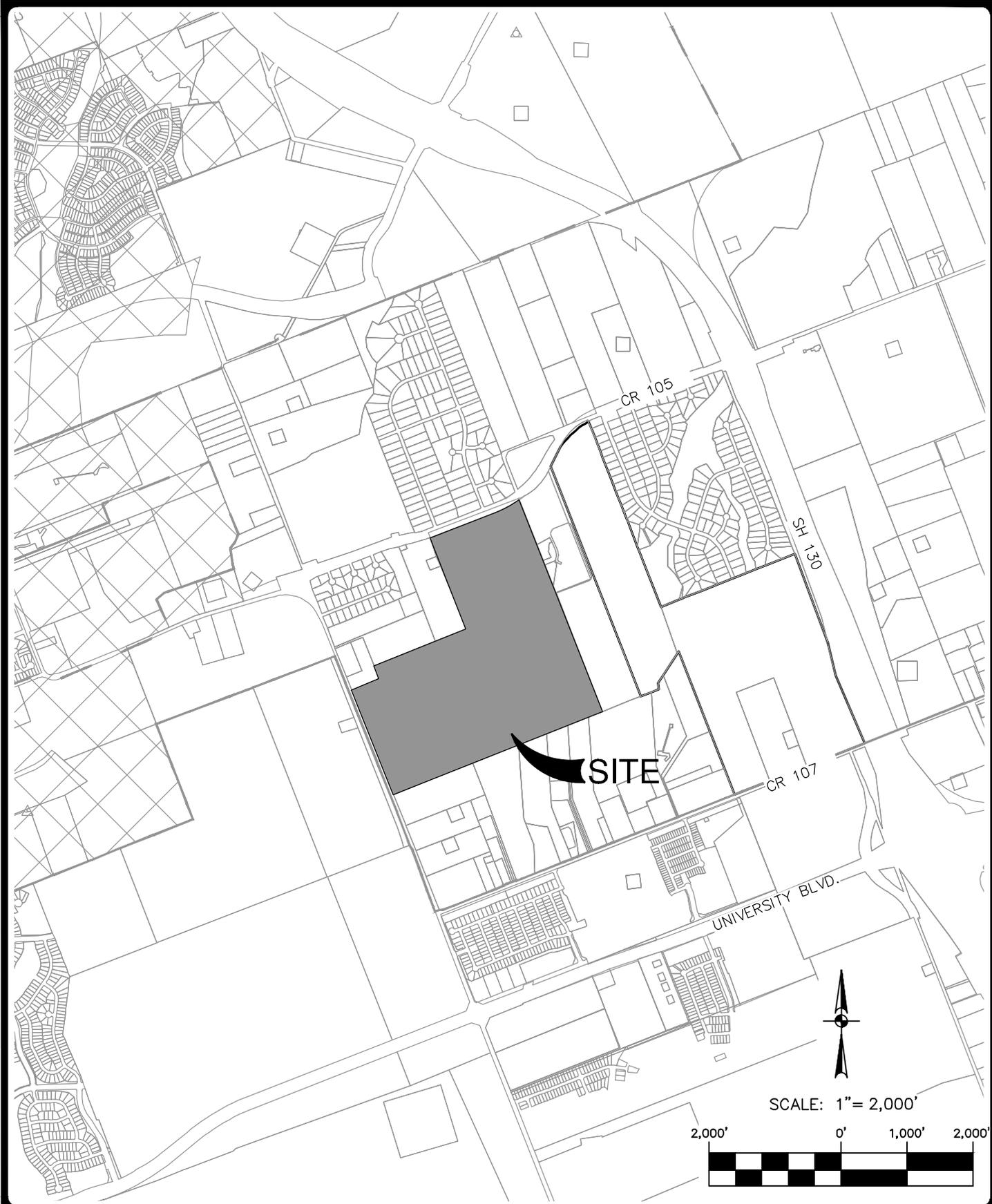
2. along the arc of a curve to the left, having a radius of **1568.00 feet**, a central angle of **14°37'48"**, a chord bearing and distance of **N 61°33'11" E, 399.29 feet**, an arc length of **400.38 feet** to the **POINT OF BEGINNING** and containing 198.733 acres in the City of Georgetown, Williamson County Texas. Said tract being described in accordance with a survey made on the ground prepared under Job No. 51452-05 by Pape-Dawson Engineers, Inc.

PREPARED BY Pape-Dawson Engineers, Inc.  
DATE February 26, 2024  
Job No. 51452-05  
DOC. ID. H:\Survey\CIVIL\51452-05\MUD\Word\FN51452-05 198.733 Ac.docx  
TBPE Firm Registration #470  
TBPLS Firm Registration #100288-01



02/26/2024

Date: Feb 06, 2024, 2:23pm User ID: oherrendez  
File: \\pape-dawson.com\us-pd\Projects\514\_52\00\_502 General Engineering Services\Exhibits\Black and White Vicinity Map.dwg



JOB NO. 51452-04  
DATE FEB. 2024  
DESIGNER AC  
CHECKED SC DRAWN OH  
SHEET 1 of 1

**WILLIAMSON COUNTY MUD 41**  
**WILLIAMSON, TEXAS**  
**VICINITY MAP**

**Pape-Dawson**  
**ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711  
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028801

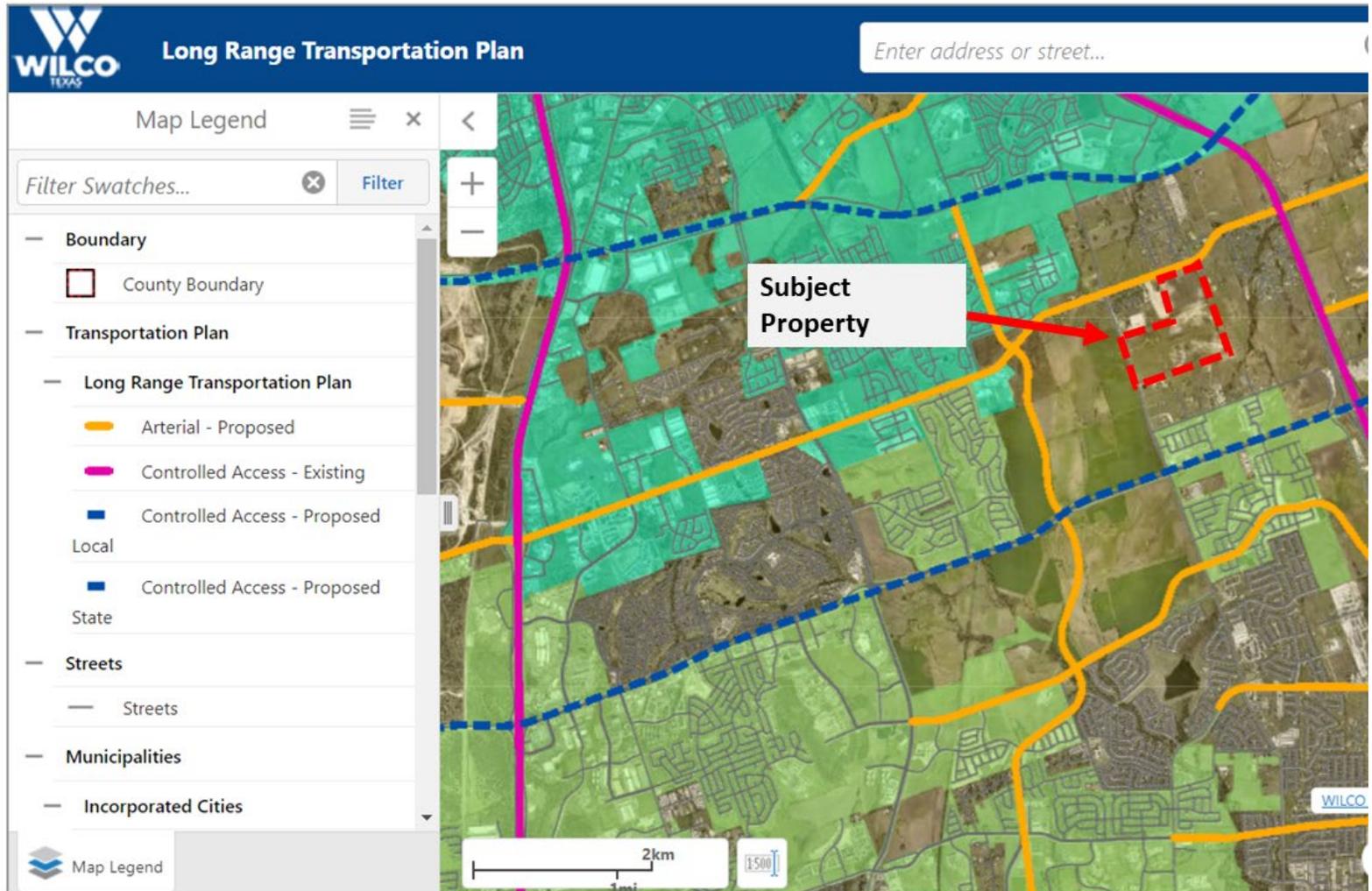
## EXHIBIT B

### Corridor Project and/or LRTP Arterial Locations

#### Exhibit B

The information provided is from the Williamson County website as of September 4<sup>th</sup>, 2024

As highlighted, the Williamson County Long Range Transportation Plan as referenced in Section 3.01 of the Development Agreement does not include any future arterials, corridor projects, or other roads or right-of-way needs within the **Subject Property**



**Commissioners Court - Regular Session**

**64.**

**Meeting Date:** 09/17/2024

CR 255 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 moving expenses with Larry Kemp for personal property required to be moved as a result of the right of way acquisition for the CR 255 project (Parcel 52). Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

**Attachments**

claim

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:47 AM

Started On: 09/11/2024 01:52 PM

## CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Larry Kemp		Parcel No: 52		County: Williamson
				Project: CR 255
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: [REDACTED]			3. Address Moved To: [REDACTED]	
Claimant's Telephone No.: [REDACTED]				
4. Occupancy of Property Acquired by State: From (Date): 1997    To (Date of Move): 06-07-2024			5. Distance Moved: 22 Miles	
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant			7. Mover's Name and Address: All My Sons Moving & Storage 2337 Patterson Industrial Drive Pflugerville, Texas 78660	
6. Controlling Dates		Mo.	Day	Yr.
a. First Offer in Negotiation		05	19	2023
b. Date Property Acquired		03	19	2024
c. Date Required to Move		05	03	2024
8. Property Storage (attach explanation) From (Date):    To (Date of Move): N/A				
Place Stored (Name and Address): N/A				
10. Temporary Lodging (attach explanation) From (Date):    To (Date of Move): N/A				
9. Amount of Claim:				
a. Moving Expenses		\$ 4,993.49		
b. Reestablishment Expenses		\$		
c. Searching Expenses		\$		
d. Tangible Property Loss		\$		
e. Storage		\$		
f. Temporary Lodging		\$		
g. Total Amount		\$ 4,993.49		
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: 7/23/24 _____ 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 \$ 4,993.49				
9-6-2024				
_____		_____ Relocation Agent		
_____		_____		
Date		Williamson County Judge		

All My Sons Moving & Storage of Austin, LLC.  
DOT No.  
2337 Patterson Industrial Drive  
Pflugerville, TX 78660  
512-651-4504

INVOICE  
6/15/2024

Customer: 

Summary of your charges:

Item	Date	Amount
Labor Charge		\$4,013.50
Packing Materials		\$768.75
Specialty Items		\$0.00
Additional/Misc Charges		\$175.00
Fuel Charge		\$300.00
<b>Total Moving Charges</b>		<b>\$5,257.25</b>

Storage Charges

Total Storage Charges 0

Finance Charges

Miscellaneous Charges and Adjustments

Total Charges \$5,257.25

Payments Received

Date	Type	Method	No.	Amount
5/7/2024	Local	Credit Card	7147	\$4,993.49

Payments \$4,993.49 ✓

Discount \$263.76

Balance \$0.00 ✓

YOUR NEXT PAYMENT OF: \$0.00

IS DUE ON: 7/15/2024

A FINANCE CHARGE OF 18% ANNUAL PERCENTAGE RATE WILL APPLY MONTHLY TO PAST DUE BALANCES.

Payment received after the statement date will be included next month.





Customer	Estimator	Carrier
<b>Larry Kemp</b>  Customer ID 10872886 Moving Date 06/03/2024	<b>Amy Mathis</b> amym@allmysons.com 2337 Patterson Industrial Drive Pflugerville, TX 78660 Cell: 512-845-8685 Office: 512-651-4504 <i>Move Estimate</i>	<b>All My Sons Moving &amp; Storage of Austin, LLC.</b> 2337 Patterson Industrial Drive Pflugerville, TX 78660 Orig Agent All My Sons Moving & Storage of Austin, LLC. Dest Agent All My Sons Moving & Storage of Austin, LLC. DOT: 902281 DMV: TXDMV NO. 000536737B MC: 391383
Estimate 04/15/2024	Load/Pickup 06/03/2024	Delivery 06/03/2024

**Not to Exceed Estimate:** Your estimate will not exceed the price listed under your estimate total and is based on current articles and or services listed or defined in this estimate. The final total will be based on actual time and services performed. Final total can be less than but not exceed the total Not to Exceed amount listed.

**Additional Services Requested (Services not defined in original signed estimate):** In the event additional services are requested or required prior to move, a new estimate will be necessary. If additional services are requested or required during your move, an addendum for additional services will be necessary. In either of the two circumstances the price of these services must be defined and new price defined and signed before services are performed. This estimate is valid for 60 days from the date of receipt.

**Forms of accepted Payments:** Credit Cards, Debit Cards or Cash.

**LOCAL TRANSPORTATION & LABOR: Hours and Hourly Rate Estimated Labor and Transportation Totals**

Loading: 2 Van(s), 4 Men	5 X \$ 289.00	\$ 1445.00
Unloading: 2 Van(s), 4 Men	5 X \$ 289.00	\$ 1445.00
Travel	3 X \$ 289.00	\$ 867.00
Fuel		\$ 300.00
Additional Charges		\$ 175.00
Reason for Additional Charges		Lift gate rental
<b>Packing Date and Details :</b>		
Materials		\$ 718.75
Packing Labor 4 Men (Hours X Hourly Rate)	1.25 X \$ 289.00	\$ 361.25
ABF		\$ 0.00
3rd Party Service		\$ 0.00

**TOTAL ESTIMATED BASED ON WEIGHT OF.....12180 LB**

**Green Care(Full Packing) Total Cost : \$ 5312.00**

Total Discount (%): 5

Total Cost after Discount : \$ 5046.40

**Standard Materials (without packing material and labor) Standard Materials Total Cost : \$ 4741.25**

**Protection Plus(Partial Packing) Protection Plus Total Cost : \$ 5103.00**

Item Description	Quantity	Item Description	Quantity
Dish Pack	3	3.0 Carton	5
4.5 Carton	5	Mirror Carton 4 Piece	16
Paper Pads	32	Shrink Wrap	3
Tape	15	Wardrobe	1
Mattress Bag	2	25lbs Newsprint	2

**TOTAL MATERIAL COUNT: 84**

**Remarks:**

Packing includes large pictures, hanging clothes, and computers.

All estimates are guaranteed not to exceed 10% unless scope of move changes.

**ALL MY SONS**  
**MOVING & STORAGE**

**Option 1: Standard Liability** This no cost basic option is included with your move. Any items damaged during the move will be compensated at sixty cents (\$0.60) per pound per article.

**EXAMPLE: IF AN ITEM WEIGHING 10LBS WAS DAMAGED, THE MOVER WOULD BE LIABLE FOR \$6.00 TOTAL. (10LBS X \$0.60 = \$6.00)**

**Option 2: AMS Protection Plan** At the Carrier's election, any item or items damaged while in the mover's custody will either be repaired, replaced or shipper will be offered a cash settlement for an amount not to exceed the items depreciated replacement amount. This option does not cover "High Valued" items that exceed \$100.00 per pound.

Zero Deductible.

**Option 3: Full Replacement Value "Insurance"** This Premium (3rd-Party) insured option carries a deductible and offers full replacement cost for items damaged or lost based the value you declare.

### **ORDER FOR SERVICE**

I accept the above estimate by All My Sons Moving & Storage of Austin (AMS) I understand that by accepting this estimate, I am entering into a contract with AMS to perform the work described in the estimate.

This is an estimate only. Actual charges will be based upon services provided.

Customer

Date 04/17/2024

Agent for Carrier

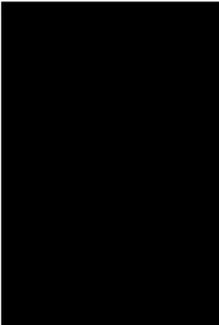
Date 04/17/2024



THE SHIPPER (OR HIS REPRESENTATIVE) BY HIS SIGNATURE HEREBY ORDERS THE SERVICES OUT-LINED HEREIN TO BE PERFORMED ON HIS BEHALF; AND FURTHER ACKNOWLEDGES THAT ALL ARRANGEMENTS REGARDING CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT, AND NOTIFICATION OF CHARGES ARE AS DESIGNATED BY HIM.

THIS ESTIMATE FOR TRANSPORTATION OF YOUR GOODS IS SUBJECT TO THE ARBITRATION CLAUSE CONTAINED IN THE BILL OF LADING WHICH STATES IN PART THAT ANY CLAIM OR DISPUTE BETWEEN YOU ("THE SHIPPER") AND ALL MY SONS MOVING AND STORAGE ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN INTRASTATE COMMERCE WHETHER UNDER FEDERAL, STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN DALLAS COUNTY, TEXAS IN ACCORDANCE WITH THE THEN EFFECTIVE ADMINISTRATIVE RULES FOR ARBITRATION OF THE TRANSPORTATION ADR COUNCIL (P.O. BOX 15122, LENEXA, KANSAS 66285-5122; 913-895-4615) AND THE FEDERAL ARBITRATION ACT (CH. 1 OF TITLE 9 OF THE U.S. CODE) AND THE REVISED FLORIDA ARBITRATION ACT ("RFLAA") FLA. STAT. §§682.01 – 682.25.



Customer	Estimator	Carrier
<b>Larry Kemp</b>  Customer ID 10872886 Moving Date 06/03/2024	<b>Amy Mathis</b> amym@allmysons.com 2337 Patterson Industrial Drive Pflugerville, TX 78660 Cell: 512-845-8685 Office: 512-651-4504	<b>All My Sons Moving &amp; Storage of Austin, LLC.</b> 2337 Patterson Industrial Drive Pflugerville, TX 78660 <b>Orig Agent</b> All My Sons Moving & Storage of Austin, LLC. <b>Dest Agent</b> All My Sons Moving & Storage of Austin, LLC. <b>DOT:</b> 902281 <b>DMV:</b> TXDMV NO. 000536737B <b>MC:</b> 391383
Estimate 04/15/2024	Load/Pickup 06/03/2024	Delivery 06/03/2024

**Bed Room1**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
1.5 Carton (PBO)	6	3.0 Carton (PBO)	7
Mirror Carton 4 Piece (AMS)	3	Fan (AMS)	1
Bed, Queen (AMS)	1	Table, Bedside (AMS)	1
Tote, Medium (AMS)	6		

**Dining Room**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
1.5 Carton (PBO)	18	Dining Table (AMS)	1
Dining Chair (AMS)	6	Cabinet, China (AMS)	1

**Garage**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
Work Bench (AMS)	1	Tools (AMS)	5
Compressor (AMS)	1	Wheelchair (AMS)	2

**Kitchen**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
1.5 Carton (PBO)	10	Ref. 11 Cu. Ft./Over (AMS)	1

**Laundry Room**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
Washing Machine (AMS)	1	Dryer (AMS)	1

**Living Room**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
1.5 Carton (PBO)	21	Mirror Carton 4 Piece (AMS)	2
Desk, Office (AMS)	1	Chair, Overstuffed (AMS)	3
Chair (AMS)	1	Tables, End (AMS)	2
Table, Console (AMS)	1	Tv, Flatscreen (AMS)	1
Pictures (AMS)	1	Sofa (AMS)	1
Bookcase (AMS)	4	Chair, Desk (AMS)	1

**Master Bedroom**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
---------	----------	---------	----------

1.5 Carton (PBO)	20	Mirror Carton 4 Piece (AMS)	4
Bed, King (AMS)	1	Armoire (AMS)	1
Headboard (AMS)	1	Cabinet (AMS)	2

**Office**

ARTICLE	QUANTITY	ARTICLE	QUANTITY
Dish Pack (AMS)	3	1.5 Carton (PBO)	70
3.0 Carton (AMS)	5	4.5 Carton (AMS)	5
Mirror Carton 4 Piece (AMS)	6	Wardrobe (AMS)	1
Bookcase (AMS)	8	File, 4drawer (AMS)	4
Plastic Drawers (AMS)	4	Bookshelf (AMS)	1
Freezer (AMS)	1	Desk, Office (AMS)	1
Hutch (Top) (AMS)	1	File Cabinet-Lateral 2 Drawer (AMS)	1
Tv Tray Set (AMS)	1	Recliner (AMS)	2
Table (AMS)	1	Chair, Desk (AMS)	1
Tote, Medium (AMS)	1	Ref. 11 Cu. Ft./Over (AMS)	1

item count .....259

12180 Pounds

TOTAL ITEM COUNT.....259

**TOTAL ESTIMATED BASED ON WEIGHT OF.....12180 LB**

SHIPPER'S REPRESENTATIVE

Date 04/17/2024

CARRIER'S SIGNATURE

Date 04/17/2024

THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN AND TO COMPLY WITH SUCH OTHER ARRANGEMENTS AS ARE SPECIFIED.

## Danny Jackson

---

**From:** Lisa Dworaczyk <lisad@scrrlaw.com>  
**Sent:** Monday, April 29, 2024 1:50 PM  
**To:** Danny Jackson; Meghan Drone  
**Cc:** Sam Nassour; Mikaela Silverman  
**Subject:** RE: CR 255 Parcel 52 Move Estimate, Kemp

Approved.

*Lisa Dworaczyk*  
**512-738-8731**

**From:** Danny Jackson <danny.jackson@rowtx.com>  
**Sent:** Wednesday, April 24, 2024 4:38 PM  
**To:** Meghan Drone <meghan@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>  
**Cc:** Sam Nassour <sam.nassour@rowtx.com>; Mikaela Silverman <mikaela.silverman@rowtx.com>  
**Subject:** CR 255 Parcel 52 Move Estimate, Kemp

Lisa and Meghan, hi

Attached for your review and approval is the proposed move estimate for Parcel 52 on CR 255, Larry Kemp. I have looked the estimate over, and it appears to be reasonable. If ok with you I will inform Mr. Kemp that it is good. He has purchased a replacement house and should closing on it by the end of the month. He should be clear of the parcel by the end of May.

Thanks,  
Danny

**Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**  
**Project Manager**  
**Right of Way of Texas, LLC.**  
**Cell 512-922-5930**  
[danny.jackson@rowtx.com](mailto:danny.jackson@rowtx.com)  
**6101 W Courtyard Dr**  
**Bldg. 1, Ste. 125**  
**Austin, Texas 78730**

rowtx.com



### CERTIFICATION OF ELIGIBILITY

Project: CR 255

Parcel: 52

Displacee: *Larry Kemp*

#### 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.

  
\_\_\_\_\_  
Claimant

Date: *5/19/23*

\_\_\_\_\_  
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.

N/A

\_\_\_\_\_  
Claimant

Date: N/A

**Commissioners Court - Regular Session**

**65.**

**Meeting Date:** 09/17/2024

Seward Junction N Loop Real Estate Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Texas Margarita's Inc. to acquire 0.176 AC required as right of way on the Seward Junction N Loop project (Parcel 1). Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

**Attachments**

contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:48 AM

Started On: 09/11/2024 01:56 PM

**REAL ESTATE CONTRACT**

Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TEXAS MARGARITA'S, INC.** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I  
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.176-acre (7,671 square foot) tract of land, out of and situated in the Noah Smithwick Survey, Abstract No. 590, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II  
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of FIFTY-ONE THOUSAND NINE HUNDRED EIGHT and 00/100 Dollars (\$51,908.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 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 Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(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, if any.

### Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple 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 as incurred.

## **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 after October 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 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.

*[signature page follows]*

**SELLER:**

TEXAS MARGARITA'S, INC.

By:   
Shane Kirkendall (Sep 9, 2024 15:26 CDT)

Address: 10280 W State Hwy29 Liberty Hill TX 78642

Name: Shane Kirkendall

Title: President

Date: Sep 9, 2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

EXHIBIT "A"

0.1761 Acre Right-of-Way  
Noah Smithwick Survey, Abstract No. 590  
Williamson County, Texas

DESCRIPTION OF A 0.1761 OF ONE ACRE  
RIGHT-OF-WAY

BEING a 0.1761 of one acre (7,671 square foot) parcel of land out of the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being a portion of Lot 2, Block 1, Margaritas Patio Minor Plat, a subdivision of record in Document No. 2023095501, Official Public Records, Williamson County, Texas, being the remainder of that tract described as 7.38 acres conveyed to Texas Margarita's, Inc. by Warranty Deed with Vendor's Lien dated December 16, 2002, as recorded in Document No. 2002100692, Official Public Records, Williamson County, Texas; said 0.1761 of one acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 260, being in the east line of said Lot 2 and the remainder of said 7.38 acre Texas Margarita's tract, also being in the west line of that tract described as 0.213 of one acre conveyed to Williamson County by Special Warranty Deed, as recorded in Document No. 2003022306, Official Public Records, Williamson County, Texas, and the existing west right-of-way line of County Road 260 (60 foot width right-of-way), said POINT OF BEGINNING having Grid Coordinates of N=10,208,628.36, E=3,074,289.14, from which a 1/2-inch iron rod with "Williamson County" cap found at the northeast corner of said Lot 2 and the remainder of said 7.38 acre Texas Margarita's tract, being the southeast corner of that tract described as 4.909 acres (Tract 1) conveyed to Tom Jones and Brenda Jones by Warranty Deed, as recorded in Document No. 2019015018, Official Public Records, Williamson County, Texas, at the northwest corner of said 0.213 of one acre Williamson County tract, and in the existing west right-of-way line of County, Road 260, bears North 09°40'48" West 138.40 feet;

THENCE, along the east line of said Lot 2 and the remainder of said 7.38 acre Texas Margarita's tract, the west line of said 0.213 of one acre Williamson County tract, and the existing west right-of-way line of County Road 260, the following two (2) courses, numbered 1 and 2:

- 1) **South 09°40'48" East 287.38 feet** to a 1/2-inch iron rod with "Williamson County" cap found, and

0.1761 Acre Right-of-Way

- 2) **South 48°59'23" West 25.70 feet** to a 1/2-inch iron rod with "Williamson County" cap found at the southeast corner of said Lot 2 and the remainder of said 7.38 acre Texas Margarita's tract, being the southwest corner of said 0.213 of one acre Williamson County tract, also being at the intersection of the existing west right-of-way line of County Road 260 and the existing north right-of-way line of W. State Highway 29 (100 foot width right-of-way);
- 3) THENCE, along the south line of said Lot 2 and the remainder of said 7.38 acre Texas Margarita's tract, and the existing north right-of-way line of W. State Highway 29, **North 72°16'43" West 66.77 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 260;

THENCE, along the proposed west right-of-way line of County Road 260, crossing said Lot 2 and the remainder of said 7.38 acre Texas Margarita tract, the following three (3) courses, numbered 4 through 6:

- 4) **North 48°30'50" East 58.37 feet** to a 1/2-inch iron rod with "McGray McGray" cap set,
- 5) **North 04°28'41" West 145.39 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, and

0.1761 Acre Right-of-Way

- 6) **North 01°21'58" East 96.24 feet** to the POINT OF BEGINNING and containing 0.1761 of one acre (7,671 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6  
Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500



04/05/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

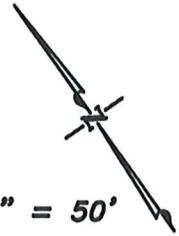
Date

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\ROW\_0.1761 Ac  
Issued 04/05/2024

WCAD ID R655959

**SKETCH TO ACCOMPANY DESCRIPTION  
OF 0.1761 AC. OR 7,671 SQ. FT. OF LAND  
OUT OF NOAH SMITHWICK SURVEY, ABSTRACT NO. 590  
WILLIAMSON COUNTY, TEXAS**



**SCALE 1" = 50'**

TOM JONES AND  
BRENDA JONES  
DOC. NO. 2019015018  
O.P.R.W.C.T.  
TRACT 1  
(4.909 ACRES)  
FEBRUARY 25, 2019

NOAH SMITHWICK SURVEY  
ABSTRACT NO. 590

P.O.B.  
GRID COORDINATE  
N= 10,208,628.36  
E= 3,074,289.14

WILLIAMSON COUNTY  
DOC. NO. 2003022306  
O.P.R.W.C.T.  
(0.213 ACRES)  
FEBRUARY 5, 2003

**LEGEND**

- △ CALCULATED POINT
- 1/2" IRON ROD CAP  
STAMPED "WILLIAMSON COUNTY"  
FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH CAP  
STAMPED "MCGRAY MCGRAY"
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ℓ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT  
(.....) RECORD INFORMATION

TEXAS MARGARITA'S, INC.  
DOC. NO. 2002100692  
O.P.R.W.C.T.  
REMAINDER  
(7.38 ACRES)  
DECEMBER 16, 2002

MARGARITAS PATIO  
MINOR PLAT  
DOC. NO. 2023095501  
O.P.R.W.C.T.  
NOVEMBER 20, 2023

LOT 2  
BLOCK 1  
(4.52 ACRES)

PROPOSED  
R.O.W.  
0.1761 AC. OR  
7,671 SQ. FT.

WASTEWATER LINE EASEMENT  
DOC. NO. 2022047917  
O.P.R.W.C.T.

WATER LINE EASEMENT  
DOC. NO. 2012039324  
O.P.R.W.C.T.

15' UTILITY EASEMENT  
DOC. NO. 2014011104  
O.P.R.W.C.T.

15' PIPELINE EASEMENT  
DOC. NO. 2002100690  
O.P.R.W.C.T.

20' WATER EASEMENT  
VOL. 1199, PG. 609  
O.P.R.W.C.T.

[A]  
WATER LINE EASEMENT  
DOC. NO. 2012039324  
O.P.R.W.C.T.

[B]  
50'X50' RIGHT-OF-WAY  
EASEMENT  
(PER PLAT)  
(SOLID HATCH)

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S48°59'23"W	25.70'
(L1)	(S48°53'01"W)	(25.65')
L2	N09°40'48"W	138.40'

**NOTES:**

1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES AND IN U.S. SURVEY FEET.

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

04/05/24

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE  
Note: There is a description to accompany this plat.



WCAD ID R655959

ISSUED: 04/05/2024

**McGRAY & McGRAY  
LAND SURVEYORS, INC.**

3301 HANCOCK DRIVE #6  
AUSTIN, TEXAS 78731  
MCGRAY.COM (512) 451-8591  
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 50'	TECH:	EAN
DATE:	04/05/24	PROJECT:	23-086
FIELD BOOK:	-	FIELD:	-
		SHEET:	4 OF 4

# EXHIBIT "B"

Parcel 1

## DEED

Seward Junction North 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 **TEXAS MARGARITA'S, INC.**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.1761 acre (6,671 square foot) tract of land, out of and situated in the Noah Smithwick Survey, Abstract No. 590, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature page follows]*

**GRANTOR:**

TEXAS MARGARITA'S, INC.

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

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

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

**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:**

**Commissioners Court - Regular Session**

**66.**

**Meeting Date:** 09/17/2024

FY 2024/2025 Proposed Budget Order

**Submitted For:** Bill Gravell

**Submitted By:** Andrea Schiele, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.

**Background**

**Fiscal Impact**

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

**Attachments**

FY 2024/2025 Budget Order - No Mark Up

FY 2024/2025 Budget Order - Tracked Changes

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:59 AM

Started On: 09/12/2024 11:57 AM

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	\$163,890.48
b)	Judge of the County Court at Law #1	\$171,000.00
c)	Judge of the County Court at Law #2	\$185,000.00
d)	Judge of the County Court at Law #3	\$193,400.00
e)	Judge of the County Court at Law #4	\$193,400.00
f)	Judge of the County Court at Law #5	\$157,000.00
g)	County Attorney	\$181,884.30
h)	County Sheriff	\$170,515.28
i)	County Clerk	\$145,309.06
j)	District Clerk	\$145,309.06
k)	County Tax Assessor/Collector	\$146,190.98
l)	County Treasurer	\$134,707.30
m)	Each County Commissioner	\$144,055.86
n)	Each Justice of the Peace	\$124,747.48
o)	Each Constable	\$119,776.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Tuesday Wednesday	December 24, 2024 December 25, 2024
New Year's Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Holiday	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

**Sheriff's Office** – Maximum of 19 positions, including two CID, \$175

**Corrections** – Maximum of 32 positions, \$175

**Emergency Medical Services** – Maximum of 20 positions, \$175

**Emergency Communications** - Maximum of 16 positions, \$100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

**Sheriff's Office** – Maximum of 10 positions for CIT at \$250 per month  
- Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – All Bailiffs at \$250 per month  
Maximum of 2 positions for Detective at \$350 per month.  
Maximum of 4 positions for Lead Control Room Officer at \$250 per month  
Maximum of 2 position for Paramedic at \$1,100 per month  
Maximum of 5 positions for EMT-Advanced at \$700 per month  
Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services** - Maximum of 11 positions for EMT- Advanced at \$300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

**WC Radio Communication System** - Maximum of 1 position, \$100 per week

**Sheriff's Office** – Maximum of 4 Detectives, \$100 per week  
Maximum of 2 Sergeants, \$100 per week  
Maximum of 1 Crime Scene, \$100 per week  
Maximum of 1 Animal Control Officer, \$100 per week  
Maximum of 1 Livestock Deputy, \$100 per week  
Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).
  - Juvenile Board** – County Judge and District Judges (6), \$400 per month.
  
6. County Supplements – Williamson County portion of elected state positions.
  - District Attorney** – 1 position, \$52,000, paid equally over 26 pay periods
  - District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.
  
7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.
  - Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.
  
8. Lead Associate Judge Supplement – Paid to the approved Associate Judge for additional duties, 1 position, \$10,000 per year, paid equally over 26 pay periods.
  
9. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.
  - Basic** - \$50 per month for full time, annually \$600  
 \$25 per month for part time, annually \$300
  - Advanced** - \$100 per month for full time, annually \$1,200  
 \$50 per month for part time, annually \$600
  
10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of \$150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.
  - Corrections – up to 100 positions
  - Sheriff's Office – up to 57 positions
  - Juvenile – up to 50 positions
  - Emergency Communications – up to 30 positions

#### **IV. CATASTROPHIC EVENT PAY**

##### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

##### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

##### **POLICY**

###### **1. Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

###### **2. Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

## V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be

budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

## Use and Distribution of Specific Special Revenue Funds and Accounts

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County’s Children’s Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund:** The Employee fund is used to deposit proceeds collected from Williamson County’s vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County’s sole option. The annual distribution will be allocated

50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) “Give away” items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

**VI. PURCHASING – GENERAL PROCEDURES**

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process

3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:

- a. Retraining
- b. Reduction of credit limits
- c. Suspension of account

**Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.**

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

## **VII. COUNTY VEHICLES**

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift, or to a secure location, preapproved by their department leadership. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

2. Approved positions for Take Home Vehicles

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

### **A. Public Safety Personnel (required to commute in the vehicle)**

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, Officers, Sergeants, Lieutenants, Commanders, Assistant Chiefs and Chief

- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) EMS Division Commanders and Operation Commander, preapproval required by EMS Director
- e) The Fire Marshal Special Operations Chief, Asst. Fire Marshal and Special Operations Asst. Chief,
- f) Road and Bridge Director of Field Operations, (12) Senior Foremen and Foreman\*
- g) The Senior Director of Emergency Services, Director of Emergency Management and the Deputy Director of Emergency Management

**B. On Call Vehicle Rotation Only (must live within 30 miles of County line)**

- a) On call Crime Scene Employees
- b) On call Animal Control Employees
- c) Two Facilities Maintenance Employees\*
- d) One Hazmat Special Operations Captain
- e) One Death Inquest Employee
- f) Wireless Communications Tower Technician(s)

\* Positions listed in Section A and B may be taxed on vehicle usage. Please reach out to the Auditor’s Office for more information.

3. The Senior Director of Emergency Services, the Sheriff, and the Senior Director of Infrastructure, have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special “large scale” events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

4. The following list of emergency response personnel has been exempted from the out of county policy for take home vehicles by the Commissioners Court. The list will not be expanded, and exemptions are not transferable due to a vacancy, unless approved by the Commissioners Court.

**Sheriff’s Office**

- S. Zion
- D. Garrett
- W. Steffen
- J. Guinn
- J. Foster

The individuals below are authorized use of a take home vehicle only when designated as “on call”.

- J. Sapien
- J. Helm

2. A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures.

A. Duties include but are not limited to the following:

- Review of annual fleet solicitations
- Updates to fleet policies and procedures
- Review, reporting and recommendations regarding accidents
- Right sizing county fleet with emphasis on efficiencies
- Standardization of countywide Fleet

B. The Fleet committee is comprised of the following:

- Budget Office
- Constable representative
- County Judge (Chair)
- Emergency Services Department
- Fleet
- Juvenile Services
- Risk Management
- Infrastructure
- Purchasing
- Sheriff's Office
- Auditor's Office (non-voting member)

C. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will be chaired by the County Judge and will consist of one representative from the Budget Office, Emergency Services, Fleet Department, Juvenile Services, Risk Management, Infrastructure, Purchasing, the Sheriff's Office, the Auditor's Office, the County Judge, and one delegate representing all Constable's offices. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

D. All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

## **VIII. CELL PHONE POLICY**

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

### **Procedures for the Stipend Policy**

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
2. Five levels of cell phone stipends will be established:
  - \$10.00 Per Month – (\$5.00 per pmt)
  - \$15.00 Per Month - (\$7.50 per pmt)
  - \$20.00 Per Month – (\$10.00 per pmt)
  - \$25.00 Per Month – (\$12.50 per pmt)
  - \$30.00 Per Month – (\$15.00 per pmt)
3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.
4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
5. Expenditures over the allowed stipend will not be reimbursed.
6. An approved cell phone stipend will not follow an employee if the employee changes positions.
7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.
8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

**IX. COMMISSIONERS COURT**

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of \_\_ for, and \_\_ against on the \_\_\_\_ of September 2024.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

\_\_\_\_\_  
Bill Gravell, County Judge

\_\_\_\_\_  
Nancy E. Rister, County Clerk

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	\$163,890.48
b)	Judge of the County Court at Law #1	\$171,000.00
c)	Judge of the County Court at Law #2	\$185,000.00
d)	Judge of the County Court at Law #3	\$193,400.00
e)	Judge of the County Court at Law #4	\$193,400.00
f)	Judge of the County Court at Law #5	\$157,000.00
g)	County Attorney	\$181,884.30
h)	County Sheriff	\$170,515.28
i)	County Clerk	\$145,309.06
j)	District Clerk	\$145,309.06
k)	County Tax Assessor/Collector	\$146,190.98
l)	County Treasurer	\$134,707.30
m)	Each County Commissioner	\$144,055.86
n)	Each Justice of the Peace	\$124,747.48
o)	Each Constable	\$119,776.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

**II. HOLIDAYS**

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Tuesday Wednesday	December 24, 2024 December 25, 2024
New Year’s Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President’s Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Holiday	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

**III. SUPPLEMENTAL PAY**

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County’s employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

- Sheriff’s Office** – Maximum of 19 positions, including two CID, \$175
- Corrections** – Maximum of 32 positions, \$175
- Emergency Medical Services** – Maximum of 20 positions, \$175

**Emergency Communications** - Maximum of 16 positions, \$100 per pay period

2. Supplemental Pay - Designated positions will be paid amount listed per month.

**Sheriff's Office** – Maximum of 10 positions for CIT at \$250 per month  
- Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – All Bailiffs at \$250 per month  
Maximum of 2 positions for Detective at \$350 per month.  
Maximum of 4 positions for Lead Control Room Officer at \$250 per month  
Maximum of 2 position for Paramedic at \$1,100 per month  
Maximum of 5 positions for EMT-Advanced at \$700 per month  
Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services** - Maximum of 11 positions for EMT- Advanced at \$300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

**WC Radio Communication System** - Maximum of 1 position, \$100 per week

**Sheriff's Office** – Maximum of 4 Detectives, \$100 per week  
Maximum of 2 Sergeants, \$100 per week  
Maximum of 1 Crime Scene, \$100 per week  
Maximum of 1 Animal Control Officer, \$100 per week  
Maximum of 1 Livestock Deputy, \$100 per week  
Maximum of 1 Victims Assistance, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

**Juvenile Board** – County Judge and District Judges (6), \$400 per month.

6. County Supplements – Williamson County portion of elected state positions.

**District Attorney** – 1 position, \$52,000, paid equally over 26 pay periods

**District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

8. Lead Associate Judge Supplement – Paid to the approved Associate Judge for additional duties, 1 position, \$10,000 per year, paid equally over 26 pay periods.

9. Bilingual Stipend – Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

**Basic** - \$50 per month for full time, annually \$600  
\$25 per month for part time, annually \$300

**Advanced** - \$100 per month for full time, annually \$1,200  
\$50 per month for part time, annually \$600

10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of \$150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.

Corrections – up to 100 positions  
Sheriff's Office – up to 57 positions  
Juvenile – up to 50 positions  
Emergency Communications – up to 30 positions

#### **IV. CATASTROPHIC EVENT PAY**

##### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

##### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

##### **POLICY**

###### **1. Non-exempt Compensation**

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

###### **2. Exempt Compensation**

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

**V. FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county’s financial stability. The county’s credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County’s governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year’s budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

3. **Tobacco Fund:** The initial distribution of Williamson County’s share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or “principal” balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be

budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

#### **Use and Distribution of Specific Special Revenue Funds and Accounts**

6. **Child Safety Fund:** – This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for

violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

8. **Employee Fund:** The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

9. **WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

11. **Financial – General Procedures**

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) “Give away” items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

**VI. PURCHASING – GENERAL PROCEDURES**

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process

3. The County Auditor’s Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor’s Office. Actions may include:

- a. Retraining
- b. Reduction of credit limits
- c. Suspension of account

**Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.**

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

**VII. COUNTY VEHICLES**

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift, or to a secure location, preapproved by their department leadership. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

Commented [AS1]: Added by Rebecca Clemons

2. Approved positions for Take Home Vehicles

Commented [AS2]: Added by Rebecca Clemons

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

A. Public Safety Personnel (required to commute in the vehicle)

- a) The Sheriff and paid law enforcement as follows: Sheriff’s Patrol Deputies, Sheriff’s Detectives, ~~on-call Crime Scene Technician, on-call Animal Control~~ Officers, Sergeants, Lieutenants, Commanders, Assistant Chiefs and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) ~~Two on-call maintenance employees designated by the Maintenance Division Director,~~

- e) ~~EMS Division Commanders, and Operation~~ Commander(s) and Operation Commander, preapproval required by EMS Director approved by EMS Director
- f) The Fire Marshal Special Operations Chief, Asst. Fire Marshal and, Special Operations Asst. Chief, ~~and On-Call Hazmat Special Operations Captain, when on-call~~
- g) ~~Road and Bridge~~ The Director of Field Operations, (12) Senior Foremen and Foreman\*
- h) The Senior Director of Emergency Services, Director of Emergency Management and the Deputy Director of Emergency Management
- i) ~~The Wireless Communications Tower Technician~~

B. On Call Vehicle Rotation Only (must live within 30 miles of County line)

- a) On call Crime Scene Employees
- b) On call Animal Control Employees
- c) Two Facilities Maintenance Employees\*
- d) One Hazmat Special Operations Captain
- e) One Death Inquest Employee
- f) Wireless Communications Tower Technician(s)

- Positions listed in Section A and B may be taxed on vehicle usage. Please reach out to the Auditor's Office for more information.

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: 11.5 pt

3. The Senior Director of Emergency Services, ~~and~~ the Sheriff, and the Senior Director of Infrastructure, have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

*~~The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.~~*

Sheriff's Office

~~S. Zion  
D. Garrett~~

4. The following list of emergency response personnel has been exempted from the out of county policy for take home vehicles by the Commissioners Court. The list will not be expanded, and exemptions are not transferable due to a vacancy, unless approved by the Commissioners Court.

Sheriff's Office

S. Zion  
D. Garrett  
W. Steffen

Formatted: Font: Not Bold

J. Guinn  
J. Foster

The individuals below are authorized use of a take home vehicle only when designated as “on call”.

J. Sapien  
J. Helm

~~County vehicles assigned to departments or individuals that are not take-home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.~~

2. A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures.

A. Duties include but are not limited to the following:

- Review of annual fleet solicitations
- Updates to fleet policies and procedures
- Review, reporting and recommendations regarding accidents
- Right sizing county fleet with emphasis on efficiencies
- Standardization of countywide Fleet

B. The Fleet committee is comprised of the following:

- Budget Office
- Constable representative
- County Judge (Chair)
- Emergency Services Department
- Fleet
- Juvenile Services
- Risk Management
- Infrastructure
- Purchasing
- Sheriff’s Office
- Auditor’s Office (non-voting member)

C. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will be chaired by the County Judge and will consist of one representative from the Budget Office, Emergency Services, Fleet Department, Juvenile Services, Risk Management, Infrastructure, Purchasing, the Sheriff’s Office, the Auditor’s Office, the County Judge, and one delegate

**Commented [AS3]:** Approved in Court 4-30-24

**Formatted:** Indent: First line: 0.5"

**Formatted:** Indent: First line: 0.5"

**Formatted:** Indent: First line: 0.5"

representing all Constable's offices. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

D. All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

Formatted: Indent: First line: 0.5"

~~A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a non-voting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.~~

~~All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.~~

### **VIII. CELL PHONE POLICY**

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

#### **Procedures for the Stipend Policy**

1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

2.  
2. Five levels of cell phone stipends will be established:

Formatted: No bullets or numbering

\$10.00 Per Month – (\$5.00 per pmt)  
\$15.00 Per Month - (\$7.50 per pmt)  
\$20.00 Per Month – (\$10.00 per pmt)  
\$25.00 Per Month – (\$12.50 per pmt)  
\$30.00 Per Month – (\$15.00 per pmt)

3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.
4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
5. Expenditures over the allowed stipend will not be reimbursed.
6. An approved cell phone stipend will not follow an employee if the employee changes positions.
7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.
8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

#### **IX. COMMISSIONERS COURT**

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE AMENDED WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of \_\_ for, and \_\_ against on the \_\_\_\_ of ~~August~~ September 2024.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

\_\_\_\_\_  
Bill Gravell, County Judge

\_\_\_\_\_  
Nancy E. Rister, County Clerk

**Commissioners Court - Regular Session**

**67.**

**Meeting Date:** 09/17/2024

FY25 Budget Policy Document

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Budget Policy document for FY25.

**Background**

Please see attached "Summary of Changes" in relation to the FY25 Budget Policy document.

---

**Fiscal Impact**

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

**Attachments**

Summary of Changes Budget Policy  
FY Budget Policy

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 09/11/2024

**Reviewed By**

Becky Pruitt

**Date**

09/11/2024 12:16 PM

Started On: 09/11/2024 11:19 AM

## Summary of Changes

- Page 3, Item#6      Currently all line-item transfers that are \$500 or less do not have to go on the agenda. The court receives a quarterly report of these transfers from the Auditor's Office. We are suggesting an increase to \$1000 due to rising costs of items over the years. The \$500 threshold has been in place for over a decade.
- Page 7, Item #12      Adding the newly approved position of County Administrator to this list of merit on positions to be placed in the 8001 account (County Judge – Merit)
- Page 8, Item #16      Adds the Emergency Services Department to the list of authorized overtime
- Page 9, Item #4      We added “unless exempted” to the language stating no more than 20% of departmental fleet will be 4WD or AWD. Exempted vehicles would be those that are required to already be 4WD based on the nature of the work such as livestock, animal control, EMS or units being used for environmental
- Page 10, Item #9      Removing the word “glocks” as this does not apply
- Page 11, Item #4      This has been standard practice. Language simply memorializes this
- Page 15, Line 3311      This has been an allowable uniform item but was unintentionally omitted from the approved list last year
- Page 19      Please see additions to “Departmental Uniform Listing”. These items have been funded over the years, however, were not included in our first attempt when creating this list. In addition, the new department of “Death Inquest” has been added

# ***WILLIAMSON COUNTY BUDGET POLICY***

*The stewardship of public funds is one of the greatest responsibilities the Commissioners Court is tasked with. Therefore, the establishment and maintenance of budget policy is critical to ensure County officials protect public interests and promote citizens' confidence in County government...*

## **I. General Policies**

1. Williamson County will operate on a fiscal year which begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup>.
2. Williamson County will continuously identify areas within the County for evaluation in order to improve efficiency and manage costs.
3. Cost/Benefit studies will be conducted, where appropriate and applicable, on non-recurring and recurring expenditures as well as capital projects.
4. All recurring budget items shall be funded in the general fund or road and bridge fund operating accounts/funds. These budget items shall be funded from revenue generated by the annual maintenance and operations general fund and road and bridge fund property tax levy. Recurring expenditures are defined as items that are ongoing in nature or routine. Examples include personnel and related expenses, utilities and/or fuel, etc. Recurring items shall NOT be budgeted for with excess fund balance/cash reserve funds.
5. Approved annual budgets, with amendments as approved by the Commissioners Court, are the management control device utilized by the County. Annual appropriated budgets are adopted for the General, Road and Bridge and Debt Services Funds and lapse at fiscal year end.
6. Each department should make every effort to manage expenditures in a fiscally prudent manner. All programs should be monitored on a regular basis to ensure viability, necessity and efficiency.
7. Proposed expenditure recommendations shall include the following:
  - a. General Fund operating and maintenance expenditures
  - b. Road and Bridge Fund operating and maintenance expenditures
  - c. Debt Service Fund expenditures
  - d. Any additional information as requested by the Court
8. Technology requests should increase the efficiency of County government by improving the delivery of service, reducing duplication of data, increasing the

accuracy of data, consolidating data entry efforts, reducing the necessity to add staff in future years, improving security and privacy, or be required because of a new statutory requirement.

9. Furniture shall be replaced only when a demonstrated need has been presented and not in conjunction with transitioning into a new building and/or new personnel assuming an existing position in which furniture has previously been provided.
10. In order to maintain efficient and cost-effective services to the citizens of Williamson County, all budget requests are recommended to be prepared from the modified, zero-based budgeting process justifying the proposed expenditures as well as utilizing the most current information and trend analysis.
11. Williamson County seeks to advance economic development within the County. The Court will continuously support efforts to advance economic prosperity of the County when it finds that such efforts are in the best interest of the County and its citizens.
12. The Court at all times will attempt to maintain or lower the present tax rate.
13. Lame Duck Policy – Should an elected official not seek re-election or not be re-elected, 75% of the departmental budget will be encumbered to limit spending to 25%, equal to the time remaining in office. This is in accordance with Texas Local Government Code 130.908.
14. Funding will not be recommended to purchase items supporting or promoting any causes outside of core county duties.

## **II. Revenue and Transfer Policies**

1. Williamson County will establish user charges and fees as permitted by law at a level related to the cost of providing that service to include direct and indirect costs.
2. When necessary, Williamson County will permit increases or decreases in user charges and fees. These charges and fees should be monitored and re-evaluated annually by each department head and/or elected official.
3. The County shall continuously seek public and private grants as well as other outside funding sources.
4. Williamson County allows a department head, appointed/elected official or his/her designee to request line-item transfers throughout the fiscal year. Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend County funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

5. Line-item transfers between 8000 accounts, merit 001130 and salary lines for the purpose of merit money allocation and re-allocation are initiated by Human Resources, forwarded to the Budget Office and completed by the Auditor's Office. These transfers will be placed on the agenda as needed for Commissioners Court approval/review.
6. Line-item transfers in the amount of \$500 \$1000 or less may be e-mailed directly to the Budget Office and are not required to be placed on the agenda unless:
  - a. The transfer is to purchase items requested but not recommended or approved in the budget
  - b. To simply increase overall funding in a particular line item
7. Transfers **out** of the following line items are prohibited. Transfers **into** the following line items are not prohibited:
  - a. Training
  - b. Gasoline
  - c. Cell Phones
  - d. RCS Radio Fees
8. Transfer of funds out of, within, or to the following line items will not be allowed, except for line item 001107/Temp-Seasonal:
  - a. Salaries – this pertains to salary line items that are position based or based on position control. This includes object codes 1100, 1101 and 1105.
  - b. Fringe benefits – to include FICA, retirement, insurance and workers compensation.

### **III. Reserve Policies**

1. Williamson County will maintain adequate levels of fund balance to mitigate current and future risks, maintain an exceptional bond rating, and for long-term planning.
2. It is imperative that all department heads as well as elected officials continuously review expenditures to ensure fiscal responsibility.

### **IV. Budget Amendment Policies**

1. Pursuant to Local Government Code, Section 111.070 (b), the Commissioners Court may authorize an emergency expenditure as an amendment to the original budget only in case of a grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.
2. All budget amendments must be placed on the regular agenda for consideration by the Commissioners Court and any amendments creating an increase in budgetary commitment for the next fiscal year shall be specifically noted.

3. The re-appropriation at the beginning of a fiscal year of funds committed under valid purchase orders of the County but unspent by September 30<sup>th</sup> of the prior fiscal year require a budget amendment from fund balance. These amendments are few in nature and will be made on a case-by-case basis. These budget amendments have no net effect on spending but simply change the accounting year for expenditures.

## **V. Capital Improvement Policies**

1. Capital improvement projects include major equipment, software purchases as well as construction and remodeling requiring extensive funding.
2. Each department is encouraged to update their capital projects plan for the next five years so the Budget Officer may consolidate these into a five-year Capital Improvement Plan. Departments in a common functional area should cooperate in planning for capital projects affecting the entire function of that particular area. Budgeting and allocation of funds for capital projects will be made on the basis of long-term planning.
3. Capital improvement projects may be paid from current revenues, cash reserves or bonds. Bonds or other forms of debt will normally be used for capital projects when appropriate.
4. The selection of furniture, fabrics, color choices and/or materials used in the construction/remodeling of Williamson County facilities will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in Williamson County facilities. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget.
5. The selection of flooring, paint, lighting, HVAC and electrical facility enhancements in individual/personal offices will be made by the Williamson County Facilities Division subject only to the Williamson County Commissioner Court's authority to override or otherwise modify such selection decisions pursuant to the Williamson County Commissioners Court's facilities powers, as is conferred by the Constitution and the laws of the State of Texas. Every effort will be made to maintain a professional appearance and provide uniformity and standardization in these areas. Funding, where applicable, for the above-mentioned facility enhancements may reside in the Williamson County Facilities departmental budget. All facility changes / structural modifications must have the approval of the Facilities Department.
6. Life cycle replacements, defined as a capital improvement analyzed for life cycle efficiency with a scheduled end of life, will be evaluated for the following:

- Expected life of the replacement equipment
- Age of current equipment being replaced
- Repair dollars spent YTD
- Issues with current system/equipment
- Cost / Benefit of replacement
- Phase in Approach vs. All at Once Funding
- Cost savings of replacement item
- Recurring costs associated with replacement item
- External resources required to support replacement item to include external agencies, maintenance contract agreements and/or internal departments

## **VI. Personnel Policies**

1. It is the priority of the Court to provide adequate and qualified staffing for offices and departments while ensuring efficiency. Requests for staff should be made only for new programs and/or upon demonstrated increases in service requirements that cannot be met with improved technology or changes in procedures.
2. Positions will only be recommended and approved when a verifiable need is demonstrated. Complete documentation to include any applicable and verifiable statistics, metrics, compliance requirements, job description, organizational chart, etc. should be provided at the time of the request. These documents are required for all new position requests falling under Commissioners Court purview regardless of funding source to include the CDBG (Community Development Block Grant).
3. The Court encourages and supports the allocation of funding to ensure the County's work force is properly trained. It is recommended that all department heads as well as elected officials additionally support reasonable continuing education requests.
4. The Court strives to ensure, where possible and practical, that employee compensation will be competitive with other similarly situated counties and/or local municipalities.
5. The Budget Office will maintain a budget on each position in an effort to identify "excess" funds available for the purpose of recruiting, re-classifications and re-organizations. Position control will be utilized on all salary line items with the exception of line item 001107, Temporary and Seasonal. Monies remaining in a salary line due to a position being vacant may not be used to increase a position's salary/rate of pay but may be used to pay out leave time when a position is vacated.
6. All full-time positions (GL code 1100 and 1105) will be budgeted at 40 hours per week while part-time positions (GL code 1101) will be budgeted at 29 hours per week.
7. All newly created positions will be funded according to court approved policy as per HR recommendation.

8. Re-classifications will be funded in accordance with current policy.
9. Merit funding (object code 001130) may only be used for merit performance/purpose in accordance with current policy. All merit funding (greater than \$1.00) remaining in salary line 001130 will roll forward each fiscal year. Merit funds, once allocated to a position, may not be moved back into the merit line, object code 001130. Merit funding/calculations are based on all filled/unfilled, full-time/part-time position-based slots. Merit and COLA will be applied to Conversions. New positions are excluded from merit funding. Merit budgets are established in conjunction with the budget process and set at the beginning of the year. Transfers into line 1130 are prohibited.
10. Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.
11. Recommended pay changes will be applied as follows:

MERIT will be applied to:

- a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
- b. The budget on the position as of the last pay period in March if position is vacant
- c. Merit will not be funded on new positions

COLA will be applied to:

- a. Actual Salary as of the last pay period in March if a position is filled and any increases as allowed by policy
- b. The budget on the position as of the last pay period in March if position is vacant
- c. COLA will be applied to new positions

Application of increases will occur in this order: Re-class, COLA and then merit

Merit for small departments (those with four or less merit eligible employees) who do not roll up under a department with an 8000 account, will be granted/budgeted merit at 1% more than the amount approved by the Commissioners Court. Grant funded positions may be exempted from this policy as well as re-classification and COLA increases and will be budgeted based on the amount the grant can afford.

12. For any Elected Official or Director who supervises personnel in more than one general fund department, an 8000 account will be created for the purpose of merit placement funding/allocation. Current 8000 accounts are as follows:

8001 County Judge Department  
8002 County Clerk Department

8003 Sheriff's Department  
8004 Emergency Services Department  
8006 Infrastructure Department  
8008 Information Technology Department

Merit placed in the 8001 account may only originate from and be allocated to the positions below:

Sr. Director of Emergency Services  
Sr. Director of Facilities  
Sr. Director of Human Resources  
Sr. Director of Infrastructure  
Chief Information Officer  
Sr. Director of Parks and Venues  
Budget Officer  
Director of Communications and Media Relations  
Elections Administrator  
General Counsel  
Purchasing Agent  
Veteran Services Director  
**County Administrator**

13. Any vacant position budget on the L or C chart that does not coincide with a specific dollar amount/step on the L or C chart, will be budgeted/funded according to the midpoint of the delta between steps on the chart. For example, funding on a vacant L or C position falls between a C2.2 and a C2.3 and the delta between those two steps is \$1000, funding would go to a C2.2 if excess is less than \$500 (mid-point of the delta) and funding would go to a C2.3 if excess is \$500 or greater.
14. Regardless of funding source, the Commissioners Court has express authority to set all compensations/salaries for Williamson County positions.
15. Funding may be requested via the budget process for known "Succession Planning". In the event an existing FTE submits a letter of intent to separate employment with Williamson County and funding is necessary to bring in a replacement prior to the departure of the existing FTE, funding may be available. Succession planning/funding applies as follows:
  - Applies to any position directly supervised by an elected official, appointed official, senior director or the commissioners court
  - Official letter of intent to depart/resign/retire must be received from/by the above
  - Maximum funding of 2 weeks (80 hours, five 8-hour days per week) for shadowing/training prior to current FTE departure
  - Maximum funding of 4 additional weeks (160 hours, five 8-hour days per week) to allow for accrual payouts (only if funding is not already available in the salary line due to attrition). Vacancy dollars will be applied first
  - Maximum total funding of 6 weeks' pay (240 hours, five 8-hour days per week)

- Funding will be based on the current rate of pay for the current FTE and will include fringe/benefits as applicable
- Once a new hire is in place, he/she will move into the existing FTE slot while the current FTE will move into the succession slot
- Succession funding/dollars may not be transferred for any other purpose
- Internal candidates/promotions are not eligible for succession planning funding

16. Allowable overtime funding as approved by Commissioners Court includes the following:

- Tax Assessor Collector
- Facilities
- EMS / Tobacco HUG
- Emergency Management
- HazMat/Fire Marshal
- Emergency Services Department (only to be used in emergency situations/activations)
- All Constable Offices
- Sheriff's Office
- Corrections
- Juvenile Services
- 911 Communications
- Wireless Communications
- Pretrial Magistration Team
- Unified Road System
- WC Radio Communication System (RCS)
- Courthouse Security
- Election Svs Contract
- Animal Services
- Fleet (to assist during emergencies such as refueling of generators during outages)

Merit monies will be applied to all OT if a) merit is funded/awarded by the court and b) if merit is not designated as a lump sum or one-time payment.

## VII. Fleet Policies

1. Vehicle and heavy equipment replacement funding will be allocated to each department in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed for the following:
  - a. Miles or hours as applicable
  - b. Maintenance
  - c. Type of Vehicle / Equipment Requested
  - d. Fuel Efficiency
  - e. Age of Vehicle
  - f. Vehicle / Equipment Utilization
2. Funding will only be recommended for the changing of logo/graphics as vehicles are replaced/retired unless graphics are worn/damaged beyond repair and are no longer visible.
3. For all vehicles, or any county asset/equipment, purchased with county funds, only the name of Williamson County, the Williamson County department name and/or name of the Williamson County Office that such vehicle serves may be displayed on the vehicles. Furthermore, no wraps, paint schemes, insignia, decals or any other types of information or materials promoting any third-party causes/organizations/companies (save and except the brand name of the actual vehicle or equipment that is placed on the vehicle) or the name of the elected official or department director placed on Williamson County vehicles without the approval of the Williamson County Commissioners Court.
4. No more than 20% of departmental fleet will be 4WD or AWD (unless exempted) without direct approval from the Commissioners Court.

## VIII. Uniform Policies

Uniform funding *may* be provided to serve a public purpose i.e. out in the field and for departments/individuals who a) require regular and recurring public contact b) require clear identification to the public or c) where a demonstrated need is created for distinct separation between staff and population i.e. deputy vs. inmate, detention officer vs. population, etc.

The following uniform criteria must be met:

1. The uniform item must be required daily wear by the elected official/department head.
2. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time.

3. All uniforms and other County property must be promptly returned if County employment ends.
4. Uniforms are not permitted for employees whose positions do not require them to leave their office to perform their normal daily duties. Nametags are an alternative for times these individuals do need to go to a business function.
5. A departmental uniform policy must be provided to the Budget Office at the time funding is requested to include (but not limited to) quantity of uniforms provided, positions requiring a uniform item, itemization of uniform items and on-going replacement of such items.
  - a. If a department does not have a uniform budget, a line-item transfer cannot be made to the uniform line item (3311) without pre-approval from the Budget Office.
  - b. The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
6. Permissible uniform shirts and pants are polo shirts (short sleeve and long sleeve), industrial/uniform work shirts, and uniform/industrial/tactical pants. Anything outside of this style must be pre-approved by the Budget Office. Uniform items must not be easily converted to everyday wear i.e., jeans, t-shirts, blouses, dress shirts (a patch/emblem/logo on the uniform item does not necessarily prevent it from being easily converted).
7. Footwear will only be funded if it is a specialty item required for health and safety i.e., boots for motor units.
8. Funding for outerwear such as jackets and protective gear will only be recommended if an employee's job duties must be performed outdoors on a regular basis and the employee's personal outerwear is not permitted.
9. Shotguns/Rifles will be funded for each deputy if funding is available. **Personal Glock**s/Handguns, as well as any associated add-ons to **personal** handguns, are to be funded/provided by the deputy.
  - See Appendix A for Uniform & Equipment Lists

## **IX. Equipment / Asset Policies**

1. Fitness equipment may be funded from the general fund should the following criteria be met:
  - a. It is to replace equipment previously donated to the county and accepted by the Commissioners Court as a formal donation
  - b. It is deemed to be of direct benefit to the taxpayer
  - c. Job requirements prevent employee from leaving their shift to access fitness equipment elsewhere
  - d. Job description requires employees the ability to be flexible, to lift large objects or to be physically fit and equipment would assist in this manner, possibly preventing injuries
  - e. Current fitness equipment resides at the ESOC (as donated when the facility was completed) and the Sheriff's Office (purchased with discretionary funds)
2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.
3. Computer equipment will be replaced in accordance with the IT computer replacement policy. Each FTE is authorized one computer, either one laptop OR one desktop. More than one computer device per person is generally not permitted. Exceptions to either may be made on a case-by-case basis via the Technology Services Exception form located in Sharepoint.
4. Cable connections will only be funded/budgeted by request for Emergency Departments

## **X. Grant Funding**

All grant applications must be approved by the Commissioners Court prior to the submittal of an application to a funding agency. The completed Grants Management Request Form located on the Budget Sharepoint site and any required resolutions or forms must be attached to the agenda item for consideration or approval of the program and/or funding request to the Commissioners Court. The request for approval to apply for grant funding must identify the purpose or need of the funding, current metrics, and data points to be collected by the department to show performance measures and/or improved services provided. All sections and questions on the Grants Management Request Form must be completed.

Programs or projects that are currently funded by a granting source must receive approval of the Commissioners Court to re-apply for the grant funding opportunity. Requests to re-apply must identify known decreasing funding policies by the granting agency and a sustainability plan for the grant funded program or personnel moving forward. This includes requests for full or partial funding. Should dollars be needed to fund a position and/or assets (or maintenance of) from the general fund or road and

bridge fund due to grant expiration, non-renewal or a change in the percentage of funding received or percentage of allocation, the process would be as follows:

- a. Notification of grant expiration will be sent out via the Auditor's Office 90 days prior to the expiration date
- b. The department is responsible for placing an item on the agenda to request funding no later than July 1<sup>st</sup> of each year for the following year's budget. Agenda item placement MUST include the completed "Grant Questionnaire" form located in SharePoint
- c. Should funding be approved by the Commissioners Court, funds will be added as applicable to the budget prior to adoption for the next fiscal year

This process applies to but is not limited to the following examples:

- Grant has covered 100% of costs in the past and will now cover 80%. The remaining 20% must be requested from the Court
- The grant has expired, renewal is no longer an option, and the department would like to fund the position and/or program beyond the expiration date
- The grant covers the person but not the assets (or vice versa) to go with the position; a request for funding of the assets must be made
- The grant does not cover merit/COLA increases that may be awarded by the Court for the following year
- Any situation in which funds, or an increase in funds, are being requested from the general fund or road and bridge fund

# APPENDIX A

## SHERIFF'S OFFICE

<i>Line Item</i>	<i>Description</i>	<i>Equipment Required</i>	<b>Sheriff</b>	<b>CID</b>	<b>Honor Guard</b>	<b>Jail</b>
3002	Vehicle Equip	Cradlepoint Wi-Fi modem	X			
3002	Vehicle Equip	<i>Cradlepoint data plan</i>	X			
3002	Vehicle Equip	<i>Stop Sticks</i>	X	X		
3002	Vehicle Equip	<i>Tire Chain Set</i>	X	X		
3002	Vehicle Equip	<i>Traffic Cones</i>	X	X		
3002	Vehicle Equip	<i>Fire Extinguisher</i>	X	X		
3002	Vehicle Equip	<i>First Aid Kit</i>	X	X		
3003	Radio Equip < 5000	3" belt Clip		X		
3003	Radio Equip < 5000	APX 4000 Radio	X	X		X
3003	Radio Equip < 5000	APX600 Mics	X	X		
3003	Radio Equip < 5000	Battery Adapters		X		
3003	Radio Equip < 5000	Charger for radio Battery, replacement batteries	X	X		X
3003	Radio Equip < 5000	Charger, Multi-unit for radio batteries		X		
3003	Radio Equip < 5000	Charger, Single Unit	X	X		
3003	Radio Equip < 5000	Charger, Travel		X		
3003	Radio Equip < 5000	Ear mic	X	X		<b>X</b>
3003	Radio Equip < 5000	Earphone connection		X		
3003	Radio Equip < 5000	Patrol Ear Molds	X	X		
3003	Radio Equip < 5000	Replacement Holster		X		
3004	Ammunition	Ammunition	X	X		
3005	Office Furniture <\$5,000	L Desk w/Hutch		X		
3005	Office Furniture <\$5,000	Standing Desk		X		
3005	Office Furniture <\$5,000	Anti-Fatigue Mat		X		
3005	Office Furniture <\$5,000	Desk Chair		X		
3005	Office Furniture <\$5,000	Bookshelves		X		
3005	Office Furniture <\$5,000	Guest Chairs		X		
3005	Office Furniture <\$5,000	Filing Cabinet		X		
3006	Office Equip <\$5,000	Desk Phone		X		

3008	LE Equip	A/R 15, Clips, Sling & Carry Case	X	X		
3008	LE Equip	ASP Batton	X	X		
3008	LE Equip	ASP Sidebreak Scabbard for 26'ASP	X			
3008	LE Equip	ASP Triad LED Tac Light w/holster	X	X		
3008	LE Equip	Badge (Also CO graduates)& Badge Holder	X	X		X
3008	LE Equip	Binoculars		X		
3008	LE Equip	Body Armor/Ballistic Plates & Carrier	X	X		X
3008	LE Equip	Body Worn Camera	X	X		
3008	LE Equip	Cell Phone & Case	X			
3008	LE Equip	Digital Camera/battery/case		X		
3008	LE Equip	Digital Recorder and accessories		X		
3008	LE Equip	Double Mag Pouch	X	X		
3008	LE Equip	Duty Belt	X	X		X
3008	LE Equip	Flashlight w/ Batteries & bulbs	X	X		X
3008	LE Equip	Gloves & Pouch				X
3008	LE Equip	Handcuff Case	X	X		X
3008	LE Equip	Handcuffs	X			X
3008	LE Equip	Hobbles	X			
3008	LE Equip	Kevlar Helmet	X	X		
3008	LE Equip	Key Holder				X
3008	LE Equip	LED Tac Light w/Holster	X			
3008	LE Equip	Leg Irons	X			
3008	LE Equip	Less Lethal Shotgun	X			
3008	LE Equip	Measuring Wheel/Tape Measure		X		
3008	LE Equip	Micro Chip Scanner - ACO's Only	X			
3008	LE Equip	Pepper Ball Gun	X			
3008	LE Equip	Pepper Spray & Holder	X			
3008	LE Equip	Radio Holder (Provided by radio shop)	X	X		
3008	LE Equip	Rescue Hooks				X
3008	LE Equip	Rifle (Mags, Light & Mound, Sling, Aimpoint Red Dot Optic)	X	X		
3008	LE Equip	Safariland single keeper, radio holder, holster	X	X		
3008	LE Equip	Seat Organizer	X			
3008	LE Equip	Taser (Battery, Cartridge, Holster)	X			X
3008	LE Equip	Tourniquet holster	X			
3008	LE Equip	Vehicle Radio	X			
3010	Comp Equip <\$5,000	Toughbook FZ-40 or VZ40	X	X		
3010	Comp Equip <\$5,000	Monitors		X		
3010	Comp Equip <\$5,000	Contactless SmartCard Reader	X	X		
3010	Comp Equip <\$5,000	4th Year Extended Warranty		X		
3010	Comp Equip <\$5,000	Desktop Dock		X		
3010	Comp Equip <\$5,000	AC Adapter		X		
3010	Comp Equip <\$5,000	Vehicle Dock	X	X		

3010	Comp Equip <\$5,000	Soundbar		X		
3010	Comp Equip <\$5,000	CD/DVD External Drive		X		
3100	Office Supplies	Office Supplies	X	X		
3301	Gasoline	Gasoline	X			
3311	Uniforms	Badge	X			X
3311	Uniforms	Ball Cap / Patch	X	X		X
3311	Uniforms	Base Shirts	X	X		
3311	Uniforms	Belt				
3311	Uniforms	Blue Shoulder Braid			X	
3311	Uniforms	CID/CRIT Raid Shirts		X		
3311	Uniforms	Class A L/S Shirt	X	X	X	X
3311	Uniforms	Class A Pants w/stripes	X	X	X	X
3311	Uniforms	Flag Harness			X	
3311	Uniforms	Hat - Stetson	X		X	
3311	Uniforms	HG Corner Stone Snag-Proof Tactical Polo	X		X	
3311	Uniforms	Jacket, Honor Guard			X	
3311	Uniforms	Jacket	X			X
3311	Uniforms	Polo Shirt		X		
3311	Uniforms	PT Uniform (T-shirt)	X	X		
3311	Uniforms	Rain Coat (Long)	X	X		X
3311	Uniforms	Rain Winter Jacket (Outer - Hi Vis)	X			
3311	Uniforms	Reflective Traffic Vest	X	X		X
3311	Uniforms	Shoes/boots (ACO & Motorcycle)	X		X	
3311	Uniforms	Short Sleeve Super Shirts w/name & patches	X	X		X
3311	Uniforms	Tactical Pants	X	X		X
3311	Uniforms	Ties	X	X	X	X
3311	Uniforms	White Gloves			X	
3311	Uniforms	Jeans (For Livestock Deputies Only)				
3311	Uniforms	Winter Coat (under - Hi Vis)	X	X		X
3900	Membership Dues	Membership Dues		X		
3901	Publications/Books	TX Criminal & Traffic Law Manuals, Criminal & Penal Laws		X		
4209	Cellular/Pager	Cell Phone, Case & Service	X	X		
4210	Internet	Verizon Air Card Service	X	X		
4232	Training	Annual Training	X	X		
4350	Printed Forms	Business Cards	X	X		
4350	Printed Forms	Misc. Forms & Reports	X	X		

4414	Vehicle Insurance	Vehicle Insurance	X	X		
4541	Vehicle Repairs	Vehicle Repairs	X	X		
4623	Equipment Lease	Radar Unit per Month	X	X		
4705	Pre-Emp Screening	Drug Test	X	X		
4705	Pre-Emp Screening	Physical	X	X		
4705	Pre-Emp Screening	Psych Exam	X	X		
5003	Equip >\$5,000	Arbitrator Video	X	X		
5700	Vehicles	Unmarked Unit		X		
5700	Vehicles	Tahoe	X			
5700	Vehicles	Perez Wrapping	X			
5700	Vehicles	Mount for Toughbook, mounting stand & Install for MCT	X			
5730	Radio Equip >\$5,000	APX6000 Handheld Radio	X	X		
5730	Radio Equip >\$5,000	APX8500 Vehicle Radio	X	X		

## CONSTABLE DEPUTY ASSET LIST

Line Item	Description	Equipment Required	Deputy
3002	Vehicle Equip	Cradlepoint Wi-Fi modem	X
3002	Vehicle Equip	Cradlepoint data plan	X
3002	Vehicle Equip	Stop Sticks	X
3002	Vehicle Equip	Tire Chain Set	X
3002	Vehicle Equip	Traffic Cones	X
3002	Vehicle Equip	Fire Extinguisher	X
3002	Vehicle Equip	First Aid Kit	X
3003	Radio Equip < 5000	Hawk PTT Lapel Radio Mic	X
3003	Radio Equip < 5000	Earpiece Mold Replacement	X
3004	Ammunition	Ammunition (Duty and Qualifying)	X
3008	LE Equip	Ballistic Vest and Carrier	X
3008	LE Equip	Patrol Rifle	X
3008	LE Equip	Rifle Aimpoint red Dot Optic	X
3008	LE Equip	Rifle Magazines	X
3008	LE Equip	Rifle Light and Mount	X
3008	LE Equip	Rifle Sling	X
3008	LE Equip	Less Lethal Shotgun	X
3008	LE Equip	Kevlar Helmet	X
3008	LE Equip	Streamlight Flashlight	X
3008	LE Equip	Flashlight Batteries/Bulb	X
3008	LE Equip	Radio Holder	X
3008	LE Equip	Pepper Spray and Holder	X
3008	LE Equip	Seat Organizer	X
3008	LE Equip	Leg Irons	X
3008	LE Equip	Hobbles	X
3008	LE Equip	Taser (Battery, Cartridge, Holster)	X
3008	LE Equip	Heavy Plates with Carrier	X
3008	LE Equip	Tourniquet and Holster	X
3008	LE Equip	Body Worn Camera	X
3010	Comp Equip <\$5,000	CF-33 Panasonic Toughbook	X
3100	Office Supplies	Office Supplies	X
3301	Gasoline	Gasoline	X
3311	Uniforms	Class A Uniform	X
3311	Uniforms	Class C Uniform	X

3311	Uniforms	Winter Jacket	X
3311	Uniforms	Rain Jacket	X
3311	Uniforms	Reflective Traffic Vest	X
3311	Uniforms	GT Distributor Misc. Sewing	X
3311	Uniforms	Award Pins	X
3311	Uniforms	Ball Cap / Skull Cap	X
3311	Uniforms	Double Mag Pouch	X
3311	Uniforms	Handcuff Case	X
3311	Uniforms	Safariland Radio Holder	X
3311	Uniforms	Safariland Duty Holster	X
3311	Uniforms	Duty Belt and Keepers	X
3311	Uniforms	Badge Holder	X
3311	Uniforms	Metal Badge	X
3900	Membership Dues	Membership Dues	X
3901	Publications/Books	TX Criminal & Traffic Law Manuals, Criminal & Penal Laws	X
3901	Publications/Books	Civil Process Manual	X
4209	Cellular/Pager	Cell Phone, Case & Service	X
4210	Internet	Cradlepoint Data Plan	X
4232	Training	Annual Training	X
4350	Printed Forms	Business Cards	X
4350	Printed Forms	Misc. Forms & Reports	X
4410	Bond Premiums	Bond	X
4414	Vehicle Insurance	Annual Premium	X
4541	Vehicle Repairs	Vehicle Repairs	X
4705	Pre-Emp Screening	Pre-Employment Screen	X
4718	Pre-Emp Physical	Pre-Employment Physical	X
4850	RCS Radio Fees	Fees for Handheld and Vehicle Radio	X
5700	Vehicles	Chevy Tahoe	X
5700	Vehicles	Arbitrator Video System	X
5730	Radio Equip >\$5,000	Motorola Handheld Radio	X
5730	Radio Equip >\$5,000	Motorola Vehicle Radio	X

	DISTRICT ATTORNEY INVESTIGATOR	COUNTY ATTORNEY INVESTIGATOR	FACILITIES	PARKS	EMS	EMERGENCY MGMT.	FIRE MARSHAL/HAZMAT	EMERGENCY SVCS.	JUVENILE	WIRELESS	OSSF	ANIMAL SVCS.	DEATH INQUEST	URS	RCDS WHSE
<b>PANTS</b>															
Pants				X	X	X	X	X		X				X	X
Coveralls														X	
<b>SHIRTS</b>															
Shirts	X		X	X	X	X	X	X	Direct Care Staff	X	X		X	X	X
T- Shirts				X	X		X		Volunteers			X			
<b>JACKETS</b>															
Sweater					X										
Jackets (Standard)	X	X	X	X	X	X		X	X	X			X		
Raincoats					X	X	X	X	Direct Care Staff						
Winter Coat					X	X	X								
<b>FOOTWEAR</b>															
Duty Footwear					X		X								
Rubber Boots							X				X				
<b>HONOR GUARD</b>															
Footwear					X										
Shirt					X			X							
Pants					X			X							
Hats					X			X							
Misc. Pins, Metal Insignia, Cords, Gear Bags					X		X								
<b>MISC.</b>															
Ties					X		X	X							
Badge					X				X						
Caps	X	X	X	X	X	X	X								X
Belt				X	X		X								
Hats					CMDR										
Gloves			X				X								

Last Approved 9/12/23

**Commissioners Court - Regular Session**

68.

**Meeting Date:** 09/17/2024

FY25 Special Revenue Fund Approval

**Submitted For:** Ashlie Holladay

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the following 2024-2025 budgets:

- 0340 Tobacco Fund
- 0350 Law Library Fund
- 0364 Pretrial Intervention Program Fund
- 0374 County and District Court Technology Fund
- 0376 Surplus Elections Contract Fund
- 0385 Records Management and Preservation Fund - County Clerk
- 0386 Records Management and Preservation Fund - District Clerk
- 0387 Records Technology Fund - District Clerk
- 0388 Court Records Preservation Fund
- 0390 Countywide Records Management and Preservation Fund
- 0507 Radio Communication System Fund
- 0545 Regional Animal Shelter Fund
- 0546 Regional Animal Shelter Donation Fund
- 0840 Risk Fund
- 0882 Fleet Maintenance Fund

**Background**

**Fiscal Impact**

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

**Attachments**

FY25 Special Revenue Funds Approval

FY25 Fund Purpose

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:10 AM

Started On: 08/30/2024 11:57 AM

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2023-2024	2024-2025 Expense Recommended Budget	2024-2025 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2024/2025
<i>Discuss, consider and take appropriate action on the approval of the following 2024-2025 Budgets:</i>						
0340	Tobacco Fund	\$ 10,635,205.42	\$ 1,003,122.98	\$ 925,000.00	\$ (78,122.98)	\$ 10,557,082.44
0350	Law Library Fund	\$ 1,640,988.37	\$ 200,000.00	\$ 373,000.00	\$ 173,000.00	\$ 1,813,988.37
0364	Pretrial Intervention		\$ 254,156.00	\$ 254,156.00	\$ -	\$ -
0374	County and District Court Technology Fund	\$ 121,498.26	\$ -	\$ -	\$ -	\$ 121,498.26
0376	Surplus Elections Contracts Fund	\$ 458,581.89	\$ 393,643.92	\$ 10,000.00	\$ (383,643.92)	\$ 74,937.97
0385	County Clerk Records	\$ 8,317,398.28	\$ 1,657,121.72	\$ 1,467,000.00	\$ (190,121.72)	\$ 8,127,276.56
0386	District Clerk - Records Mgmt and Preservation Fund	\$ 894,921.52	\$ 873,647.00	\$ 232,000.00	\$ (641,647.00)	\$ 253,274.52
0387	<i>*Records Technology Fund - District Clerk</i>	\$ 358,380.83	\$ 357,133.36	\$ -	\$ (357,133.36)	\$ 1,247.47
0388	<i>*Court Records Preservation Fund</i>	\$ 139,094.04	\$ 157,269.81	\$ 130,000.00	\$ (27,269.81)	\$ 111,824.23
0390	<i>*County Wide Records Mgmt and Preservation Fund</i>	\$ 470,019.90	\$ 495,914.50	\$ 23,750.00	\$ (472,164.50)	\$ (2,144.60)
0507	Regional Communication System	\$ 850,167.71	\$ 1,586,457.39	\$ 1,649,000.00	\$ 62,542.61	\$ 912,710.32
0545	Regional Animal Shelter Fund	\$ -	\$ 4,003,277.40	\$ 4,193,835.00	\$ 190,557.60	\$ 190,557.60
0546	Regional Animal Shelter Donation Fund	\$ 1,246,770.98	\$ 453,128.41	\$ -	\$ (453,128.41)	\$ 793,642.57
0840	Risk Fund	\$ 1,760,653.27	\$ 3,446,848.40	\$ 3,328,305.00	\$ (118,543.40)	\$ 1,642,109.87
0882	Fleet Maintenance Fund	\$ -	\$ 5,015,287.75	\$ 5,015,287.75	\$ -	\$ -

*\*Fund Going Away*

**Williamson County  
Active Fund Listing  
As of August 2024**

**Constitutional Funds**

**Fund 0100 General Fund** – The main operating fund for Williamson County. It is used to account for all financial resources for the county except those required to be accounted in another fund.

**Fund 0200 Road & Bridge Fund** – Monies are collected from property taxes, vehicle registration and rebates from the State. The funds are used for maintenance and construction of County Roads and Bridges.

**Fund 0600 Debt Service Fund** – Monies collected, mainly property taxes, are used to pay long term debt expenditures.

**Other Funds to be spent for Specific Purposes**

**Fund 0250 Pass-Through Funding Program** – This fund is used to account for the reimbursements from Texas Department of Transportation (TXDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursement from TXDOT is based on a rate after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any remaining funds after the debt has been retired will be used for road projects.

**Fund 0310 WM – Future Environmental Liability** – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

**Fund 0311 WM – Master Site Development** – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

**Fund 0312 WM – Community Recreational Facility** – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected

**Fund 0313 WM – City of Hutto and Hutto ISD** – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

**Fund 0314 Community Improvement Precinct 4 Fund** – Donations received from Lealco, Inc. are to be expended for community improvement projects located in Precinct 4 of Williamson County. The donations are defined in the settlement agreement between Williamson County and Lealco, Inc. The agreement was approved by the Commissioners Court on August 18, 2020.

**Fund 0340 Tobacco** – Monies received by the County from the state as a pro rata distribution from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

**Fund 0341 Court Facility Fee Fund** – Monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

**Fund 0350 Law Library** – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

**Fund 0353 JP #3 Teen Court Program** – The purpose of this fund is to account for the receipt of fees from juveniles who are participating in the Teen Court Program.

**Fund 0355 Court Reporter Service** – The clerk of each court that has an official court reporter shall collect a court reporter service fee of \$15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

**Fund 0360 Courthouse Security** – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

**Fund 0361 JP Security** – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the county courthouse.

**Fund 0364 Pretrial Intervention Program** – This fund is used to account for a fee not to exceed \$500. To be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

**Fund 0365 Child Safety** – This fund is used to account for \$1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

**Fund 0366 Child Abuse Prevention** – This fund is used to account for the \$100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

**Funds 0367 (JP#3), 0368 (JP#2), 0369 (JP#4), 0373 (JP #1) Local Youth Diversion** – This fund is used to account for the collection of fees allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Local Youth Diversion to the justice courts. The program has been established through

cooperation with local governments, school districts and agencies to assist with local youth diversion cases, preventing or reducing the number of juvenile referrals to the court.

**Fund 0370 Alternate Dispute Resolution** – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

**Fund 0371 Juvenile Delinquency Prevention** – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

**Fund 0372 Justice Court Technology** – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

**Fund 0374 County and District Court Technology** – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

**Fund 0375 Election Services Contract** – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

**Fund 0376 Election Surplus Contract Fund**– This fund accounts for the administrative fees collected from other entities the county has provided election services. The funds may not be used to fund the day-to-day operations of the office of the county election officer. The funds may only be used to defray expenses of the county election officer’s office in connection with election-related duties or functions. The county election officer shall request in writing to the Commissioners Court use of these funds. Only the county election officer can request use of these funds.

**Fund 0377 Election Chapter 19 Fund**– The state allocates funding based on the number of new, cancelled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

**Fund 0378 Election HAVA** – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

**Fund 0380 Judicial Education Probate Court** – This fund accounts for fees from all probate, guardianship and mental health court cases filed and is used for the continuing education of the probate judge and staff of the probate court.

**Fund 0381 Guardianship** – This fund is used to account for the collection of a \$20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

**Fund 0382 Specialty Court** – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

**Fund 0384 Records Archive – County Clerk** – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

**Fund 0385 Records Management and Preservation – County Clerk** – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

**Fund 0386 Records Management and Preservation – District Clerk** – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

**Fund 0387 Records Technology – District Clerk** – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

**Fund 0388 Court Records Preservation** – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

**Fund 0390 Records Management County Wide** – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

**Fund 0405 County Attorney Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0406 County Attorney Hot Check** – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

**Fund 0408 District Attorney Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0410 County Sheriff Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0490 Employee Fund** – This fund is used to account for the proceeds collected from Williamson County’s vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

**Fund 0507 Radio Communication System (WCRCS)** – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

**Fund 0508 Williamson County Conservation Fund** – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

**Fund 0512 School Fund** – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

**Fund 0515 Appellate Judicial Fund** – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

**Fund 0516 Unclaimed Juvenile Restitution Fund** – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

**Fund 0517 Vehicle Inventory Tax Interest Fund** – This fund is used to account for interest earned from the Tax Assessor-Collector’s motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

**Fund 0520 Juvenile Fee Fund** – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

**Fund 0543 Fire Code Enforcement Fund** – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

**Fund 0545 Regional Animal Shelter (WCRAS)** – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

**Fund 0546 Regional Animal Shelter Donations (WCRAS)** – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

**Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II** – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

**Fund 0636 WC Historical Commission** – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

**Fund 0777 Project** – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

**Fund 0840 Risk** – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

**Fund 0852 Avery Ranch Fund** – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

**Fund 0853 Pearson Place Road District Operating Fund** – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0854 Pearson Place Road District Debt Service Fund** – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

**Fund 0856 Northwoods Road District Debt Service Fund** – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for

the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

**Fund 0857 Somerset Hills #4 Road District Operating Fund** – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0858 Somerset Hills #4 Road District Debt Service Fund** – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0859 Somerset Hills #3 Road District Operating Fund** – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0860 Somerset Hills #3 Road District Debt Service Fund** – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0861 Avery Center #1 Road District Operating Fund** – Avey Center #1 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is for constructing, improving, acquiring, maintaining, reimbursing, financing and operating macadamized, graveled or paved roads, and turnpikes and related bridges, trails, drainage works, and other similar improvements, and carrying out other improvements. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0862 Avery Center #1 Road District Debt Service Fund** – Avery Center #1 Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0875 County Sheriff** – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

**Fund 0876 Local Provider Participation Fund (LPPF)** – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

**Fund 0882 Fleet Maintenance** – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

**Fund 0885 Williamson County Benefits Fund** – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

**Fund 0999 Grants** – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

### **Other Funds**

**Fund 0205 Road & Bridge Special Projects** – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

**Fund 0399 State Agency Fund** – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

**Fund 0880 Payroll Fund** – The fund is set up to account for payroll liabilities.

### **CAMPO**

**Fund 0231 CAMPO Personnel Fund** – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

**Fund 0831 CAMPO Operating Fund** – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

### **County Custodial Funds**

**Fund 0801-0810** – The custodial funds are set up to hold funds on behalf others outside the County.

**0801 CA Hot Check Custodial Fund**

**0802 DA Pending Forfeit Custodial Fund**

**0803 Cty Clerk Trust Custodial Fund**

**0804 District Clerk Trust Custodial Fund**

**0805 Juvenile Svcs Custodial Fund**

**0806 So Inmate Trust Custodial Fund**

**0807 So Cash Bond Custodial Fund**

**0808 Tax A/C Custodial Fund**

**0809 Benefits Flex Custodial Fund**

**0810 Bail Bonds Custodial Fund**

**Commissioners Court - Regular Session**

69.

**Meeting Date:** 09/17/2024

FY25 Special Revenue Fund Acknowledgement

**Submitted For:** Ashlie Holladay

**Submitted By:** Ashlie Holladay, Budget Office

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and acknowledge the following 2024-2025 budgets:

- 0355 Court Reporter Service Fund
- 0360 Courthouse Security Fund
- 0361 Justice of the Peace Security Fund
- 0367 Justice of the Peace, Precinct #3 Local Youth Diversion Fund
- 0368 Justice of the Peace, Precinct #2 Local Youth Diversion Fund
- 0369 Justice of the Peace, Precinct #4 Local Youth Diversion Fund
- 0370 Alternate Dispute Resolution Fund
- 0372 Justice Court Technology Fund
- 0373 Justice of the Peace, Precinct #1 Local Youth Diversion Fund
- 0380 Judicial Education Probate Court Fund

**Background**

**Fiscal Impact**

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

**Attachments**

FY25 Special Revenue Funds Acknowledge  
FY25 Fund Purpose

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Ashlie Holladay  
Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 08:10 AM  
Started On: 08/30/2024 12:08 PM

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2023-2024	2024-2025 Expense Recommended Budget	2024-2025 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2024-2025
<i>Discuss, consider and acknowledge the following 2024-2025 Budgets:</i>						
0355	Court Reporter Service Fund	\$ 1,002,379.12	\$ 87,548.00	\$ 261,500.00	\$ 173,952.00	\$ 1,176,331.12
0360	Courthouse Security Fund	\$ 655,798.85	\$ 252,883.48	\$ 253,000.00	\$ 116.52	\$ 655,915.37
0361	Justice of the Peace Security Fund	\$ 202,231.57	\$ 11,151.73	\$ 60,000.00	\$ 48,848.27	\$ 251,079.84
0367	JP#3 Local Youth Diversion Program	\$ 55,045.06	\$ 70,580.35	\$ 52,632.00	\$ (17,948.35)	\$ 37,096.71
0368	JP#2 Local Youth Diversion Program	\$ 113,907.62	\$ 46,462.13	\$ 8,000.00	\$ (38,462.13)	\$ 75,445.49
0369	JP#4 Local Youth Diversion Program	\$ 123,790.39	\$ 70,799.55	\$ 14,600.00	\$ (56,199.55)	\$ 67,590.84
0370	Alternate Dispute Resolution Fund	\$ 1,003,410.20	\$ 8,596.25	\$ 228,000.00	\$ 219,403.75	\$ 1,222,813.95
0372	Justice Court Technology Fund	\$ 331,856.17	\$ 71,386.30	\$ 59,000.00	\$ (12,386.30)	\$ 319,469.87
0373	JP#1 Local Youth Diversion Program	\$ 75,205.04	\$ 36,770.24	\$ 5,000.00	\$ (31,770.24)	\$ 43,434.80
0380	Judicial Education Probate Court Fund	\$ 95,735.13	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 99,735.13

**Williamson County  
Active Fund Listing  
As of August 2024**

**Constitutional Funds**

**Fund 0100 General Fund** – The main operating fund for Williamson County. It is used to account for all financial resources for the county except those required to be accounted in another fund.

**Fund 0200 Road & Bridge Fund** – Monies are collected from property taxes, vehicle registration and rebates from the State. The funds are used for maintenance and construction of County Roads and Bridges.

**Fund 0600 Debt Service Fund** – Monies collected, mainly property taxes, are used to pay long term debt expenditures.

**Other Funds to be spent for Specific Purposes**

**Fund 0250 Pass-Through Funding Program** – This fund is used to account for the reimbursements from Texas Department of Transportation (TXDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursement from TXDOT is based on a rate after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any remaining funds after the debt has been retired will be used for road projects.

**Fund 0310 WM – Future Environmental Liability** – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. Contractor pays 2% of the total Tip Fees collected.

**Fund 0311 WM – Master Site Development** – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. Contractor pays 1% of the total Tip Fees collected.

**Fund 0312 WM – Community Recreational Facility** – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. Contractor pays 1% of the total Tip Fees collected

**Fund 0313 WM – City of Hutto and Hutto ISD** – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. Contractor pays 2% of the total Tip Fees collected.

**Fund 0314 Community Improvement Precinct 4 Fund** – Donations received from Lealco, Inc. are to be expended for community improvement projects located in Precinct 4 of Williamson County. The donations are defined in the settlement agreement between Williamson County and Lealco, Inc. The agreement was approved by the Commissioners Court on August 18, 2020.

**Fund 0340 Tobacco** – Monies received by the County from the state as a pro rata distribution from the lump sum payment made by tobacco companies are accounted for through this fund. The money collected from the state is to be spent on health-related issues. In addition, monies received by the County for Ambulance Uncompensated Care are accounted for in this fund. The Ambulance UC monies are used for the High Utilizer Group (HUG) program.

**Fund 0341 Court Facility Fee Fund** – Monies collected through civil cases defined by Sections 135.101, 135.102, and 135.103 of the Local Government Code. Monies allocated to the fund may be used by a county only to fund the construction, renovation, or improvement of facilities that house the courts or to pay the principal of interest on, and costs of issuance of bonds, including refunding bonds, issued for the construction, renovation, or improvement of the facilities.

**Fund 0350 Law Library** – Monies collected through civil cases filed in the county or district court are accounted for through this fund. Monies collected are used to support the management and expenditures necessary to maintain law libraries throughout the County.

**Fund 0353 JP #3 Teen Court Program** – The purpose of this fund is to account for the receipt of fees from juveniles who are participating in the Teen Court Program.

**Fund 0355 Court Reporter Service** – The clerk of each court that has an official court reporter shall collect a court reporter service fee of \$15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

**Fund 0360 Courthouse Security** – This fund is used to collect court costs of defendants convicted of felony and misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras.

**Fund 0361 JP Security** – This fund is used to collect court costs of defendants convicted of misdemeanor offenses. The funds are designated for security purposes such as metal detectors, identification cards, and surveillance cameras for justice courts not housed in the county courthouse.

**Fund 0364 Pretrial Intervention Program** – This fund is used to account for a fee not to exceed \$500. To be used to reimburse the county expenditures related to a defendant's participation in a pretrial intervention program.

**Fund 0365 Child Safety** – This fund is used to account for \$1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

**Fund 0366 Child Abuse Prevention** – This fund is used to account for the \$100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

**Funds 0367 (JP#3), 0368 (JP#2), 0369 (JP#4), 0373 (JP #1) Local Youth Diversion** – This fund is used to account for the collection of fees allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Local Youth Diversion to the justice courts. The program has been established through

cooperation with local governments, school districts and agencies to assist with local youth diversion cases, preventing or reducing the number of juvenile referrals to the court.

**Fund 0370 Alternate Dispute Resolution** – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

**Fund 0371 Juvenile Delinquency Prevention** – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

**Fund 0372 Justice Court Technology** – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

**Fund 0374 County and District Court Technology** – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

**Fund 0375 Election Services Contract** – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

**Fund 0376 Election Surplus Contract Fund**– This fund accounts for the administrative fees collected from other entities the county has provided election services. The funds may not be used to fund the day-to-day operations of the office of the county election officer. The funds may only be used to defray expenses of the county election officer’s office in connection with election-related duties or functions. The county election officer shall request in writing to the Commissioners Court use of these funds. Only the county election officer can request use of these funds.

**Fund 0377 Election Chapter 19 Fund**– The state allocates funding based on the number of new, cancelled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

**Fund 0378 Election HAVA** – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

**Fund 0380 Judicial Education Probate Court** – This fund accounts for fees from all probate, guardianship and mental health court cases filed and is used for the continuing education of the probate judge and staff of the probate court.

**Fund 0381 Guardianship** – This fund is used to account for the collection of a \$20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

**Fund 0382 Specialty Court** – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

**Fund 0384 Records Archive – County Clerk** – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

**Fund 0385 Records Management and Preservation – County Clerk** – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

**Fund 0386 Records Management and Preservation – District Clerk** – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

**Fund 0387 Records Technology – District Clerk** – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

**Fund 0388 Court Records Preservation** – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

**Fund 0390 Records Management County Wide** – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

**Fund 0405 County Attorney Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0406 County Attorney Hot Check** – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

**Fund 0408 District Attorney Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0410 County Sheriff Asset Forfeiture** – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

**Fund 0490 Employee Fund** – This fund is used to account for the proceeds collected from Williamson County’s vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

**Fund 0507 Radio Communication System (WCRCS)** – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

**Fund 0508 Williamson County Conservation Fund** – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

**Fund 0512 School Fund** – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

**Fund 0515 Appellate Judicial Fund** – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

**Fund 0516 Unclaimed Juvenile Restitution Fund** – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

**Fund 0517 Vehicle Inventory Tax Interest Fund** – This fund is used to account for interest earned from the Tax Assessor-Collector’s motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

**Fund 0520 Juvenile Fee Fund** – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

**Fund 0543 Fire Code Enforcement Fund** – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

**Fund 0545 Regional Animal Shelter (WCRAS)** – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

**Fund 0546 Regional Animal Shelter Donations (WCRAS)** – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

**Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II** – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

**Fund 0636 WC Historical Commission** – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

**Fund 0777 Project** – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

**Fund 0840 Risk** – This fund is used to account for the accumulation and allocation of costs associated with the self-funded Workers Compensation and Liability coverage.

**Fund 0852 Avery Ranch Fund** – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

**Fund 0853 Pearson Place Road District Operating Fund** – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0854 Pearson Place Road District Debt Service Fund** – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

**Fund 0856 Northwoods Road District Debt Service Fund** – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for

the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

**Fund 0857 Somerset Hills #4 Road District Operating Fund** – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0858 Somerset Hills #4 Road District Debt Service Fund** – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0859 Somerset Hills #3 Road District Operating Fund** – Somerset Hills #3 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0860 Somerset Hills #3 Road District Debt Service Fund** – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0861 Avery Center #1 Road District Operating Fund** – Avery Center #1 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is for constructing, improving, acquiring, maintaining, reimbursing, financing and operating macadamized, graveled or paved roads, and turnpikes and related bridges, trails, drainage works, and other similar improvements, and carrying out other improvements. The District is governed by a Board comprised of the Williamson County Commissioners Court.

**Fund 0862 Avery Center #1 Road District Debt Service Fund** – Avery Center #1 Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2049.

**Fund 0875 County Sheriff** – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

**Fund 0876 Local Provider Participation Fund (LPPF)** – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

**Fund 0882 Fleet Maintenance** – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

**Fund 0885 Williamson County Benefits Fund** – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

**Fund 0999 Grants** – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

### **Other Funds**

**Fund 0205 Road & Bridge Special Projects** – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

**Fund 0399 State Agency Fund** – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

**Fund 0880 Payroll Fund** – The fund is set up to account for payroll liabilities.

### **CAMPO**

**Fund 0231 CAMPO Personnel Fund** – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

**Fund 0831 CAMPO Operating Fund** – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

### **County Custodial Funds**

**Fund 0801-0810** – The custodial funds are set up to hold funds on behalf others outside the County.

**0801 CA Hot Check Custodial Fund**

**0802 DA Pending Forfeit Custodial Fund**

**0803 Cty Clerk Trust Custodial Fund**

**0804 District Clerk Trust Custodial Fund**

**0805 Juvenile Svcs Custodial Fund**

**0806 So Inmate Trust Custodial Fund**

**0807 So Cash Bond Custodial Fund**

**0808 Tax A/C Custodial Fund**

**0809 Benefits Flex Custodial Fund**

**0810 Bail Bonds Custodial Fund**

**Commissioners Court - Regular Session**

70.

**Meeting Date:** 09/17/2024

FY 2025 Capital Improvement Program

**Submitted For:** Julie Kiley

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on projects and budgets for the 2025 Capital Improvement Program as well as moving remaining project selection to a meeting(s) in November of 2025.

**Background**

CIP discussions were scheduled to take place in the month of October. Discussion will surround moving these agenda items/discussions to November. There are two projects that need discussion and possible action sooner and those are as follows:

An additional \$250,000 for the Historic Jail Demolition (currently funded \$325,000 from 2023 CIP-P610).  
\$388,000 Jail Intercom Speaker System & Software Grade (New Project)

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:03 AM

Started On: 09/12/2024 08:22 AM

**Commissioners Court - Regular Session**

71.

**Meeting Date:** 09/17/2024

American Rescue Plan Act

**Submitted For:** Julie Kiley

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 11:03 AM

Started On: 09/12/2024 10:40 AM

**Commissioners Court - Regular Session**

72.

**Meeting Date:** 09/17/2024

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 the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

**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

**Background**

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:27 AM

Started On: 09/11/2024 01:59 PM

**Commissioners Court - Regular Session**

73.

**Meeting Date:** 09/17/2024

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 Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady
- e) Project History

**Background**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/12/2024

**Reviewed By**

Becky Pruitt

**Date**

09/12/2024 10:26 AM

Started On: 09/11/2024 01:59 PM