

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
February 25, 2025
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 Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >\$5,000	\$3,768.46
To	0100.0509.003011	Computer Software	\$3,768.46

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.003011	Computer Software < \$5,000	\$5,315.00
To	0100.0523.004210	Internet/Email Services	\$315.00
To	0100.0523.003010	Computer Equipment < \$5,000	\$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non- Departmental	\$10,765
To	0100-0440-001107	Temp Seasonal Help	\$10,000
To	0100-0440-002010	FICA	\$765

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap Projects-P703	\$60,000.00
From	0200-0210-000777	Transfer to Cap Projects-P704	\$55,000.00
From	0200-0210-005711	Heavy Equipment>\$5,000	\$60,000.00
To	0200-0210-003599	Road Constr/Maint	\$175,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003005	Office Furniture	\$4,000.00
To	0200-0210-004505	Software Maintenance	\$4,000.00

8. Discuss, consider, and take appropriate action on a line item transfer to the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.005741	Computer Software >\$5K	\$15,000.00
From	0100.0492.005742	Voting Equipment	\$15,000.00
To	0100.0492.003010	Computer Equipment	\$30,000.00

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

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2025 for the Williamson County Tax Assessor/Collector.
11. Discuss, consider and take appropriate action on the 2024 Racial Profiling Report and Analysis Report, submitted by the Precinct 2 Constables Office.
12. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 January 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.
13. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, January 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
14. Discuss, consider, and take appropriate action on approving Contract #2025121 between Williamson County and LexisNexis Risk Solutions for Accurant subscription services in the amount of \$200.00 per month, and authorizing the execution of the agreement.
15. Discuss, consider and take appropriate action on ratifying the Professional Services Contract between Michael H. Almassi and Williamson County for Interpretation Services for the District Courts for \$3,122.00.
16. Discuss, consider, and take appropriate action on approving the Software Services Order Form and SAAS Service Agreement Contract #2025140 with Blazestack to provide Fire Investigation Case Management Software for the Williamson County, in the amount of \$5,500.00, and authorize execution of this agreement.
17. Discuss, consider and take appropriate action on approving Service Agreement #202602 between Williamson County and Animal Balance for spay/neuter surgery, at the to-not-exceed amount of \$35,000.00, exempting this service as a Professional Service as per Texas Local Government Code Discretionary Exemption (TLCG 262.024 (a)(4) a personal or professional service), and authorizing the execution of the agreement.
18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Williamson County Temporary As Needed Labor Services, under RFP #25RFP31.
19. Discuss, consider, and take appropriate action on approving the purchase #2025139 for the second (2) bulk order for FY25 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County in the amount of \$85,313.86, pursuant to the DIR contract #DIR-TSO-3763.
20. Discuss, consider, and take appropriate action on approving Purchase and Service Amendment #2025141 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of \$57,522.73, pursuant to Sourcewell contract #Sourcewell 060624-TTI.
21. Discuss, consider, and take appropriate action on approving the Service Contract #2025134 with Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation in the amount of \$70,405.17 and authorize execution of this agreement.
22. Discuss, consider, and take appropriate action on approving the Construction Contract #2025135 with Falkenberg Construction Company Inc. for the SWRP Cricket Batting Cage Remodel pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation in the amount of \$129,645.26 and authorize execution of this agreement.
23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Geotechnical/Construction Materials Testing (CMT) Pool, under #25RFSQ32. Funding Source P#TBD.
24. Discuss, consider and take appropriate action on Physical Access Control Policy.

25. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Hendrix Consulting Engineers, P.C., for CJC Chiller Plant & Boiler Design, in the amount of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00) and authorize execution of the agreement.
26. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ74 to Terracon Consultants, Inc., for Environmental Testing and Remediation Services for the Lake Creek Annex Project, in the amount of Twenty-Three Thousand, Four Hundred Dollars (\$23,400.00) and authorize execution of the agreement. P632
27. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Ramirez Simon Engineering, LLC, for the ESOC Generator Docking Station project, in the amount of Forty-Three Thousand, Three Hundred Dollars (\$43,300.00) and authorize execution of the agreement.
28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under the Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024, for O Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.
29. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Central Maintenance Facility. This supplemental is to extend the expiration date to September 30, 2025. Funding source: P536.
30. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Skyview Drive Bridge Project. This supplemental is to extend the expiration date to September 30, 2025. Funding source: 01.0200.0210.004100.
31. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for public involvement, information and education related to the implementation of Williamson County Infrastructure projects, under RFP #25RFP30.
32. Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB39 for Chasco Constructors LTD., LLP in the amount of (\$85,547.10) for CR 404 Pavement Rehabilitation. Funding source: P646.
33. Discuss, consider, and take appropriate action on approving Contract #2025131 between Miller Imaging and Williamson County for a 12-month term HP T2600 Printer Rental in the amount of \$4,200.00 and authorize execution of the service agreement.
34. Discuss, consider and take appropriate action on approval of the preliminary plat for the Oasis at 337 RV Park private subdivision – Precinct 4.

REGULAR AGENDA

35. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Carl Alan Still) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
36. Discuss, consider, and take appropriate action on accepting an investment from Commander, Juan Amaya, on behalf of VFW Post 8587 for the Williamson County Veteran Services office.

37. Discuss, consider, and take appropriate action on proclaiming March 5 - 6, 2025 as Amplify Wilco Days in Williamson County.
38. .Discuss, consider, and take appropriate action on a policy exception for a highly qualified hire within the All-District Courts department for the position of Director of District Court Administration.
39. Discuss, consider and take appropriate action on the creation of a position in the Non-Departmental budget for the purpose of military leave.
40. 10:00 am Conduct a public hearing relating to a request by the County Auditor, Department 495, for a mid-year salary review on the entire County Auditor department due to retention and turnover issues and discuss (1) the reason for the funding in excess of the previously approved budget amount, including the public purpose that will be served by approving the additional funding; and (2) the exact amount and sources of the excess funding, and the terms for distribution of payments that affect and maintain the public purpose to be served by making the excess payment.
41. Discuss, consider and take appropriate action approving the mid-year salary study results for the County Auditor's Office, including position changes and new salary amounts.
42. Discuss, consider and take appropriate action on the plan for and the funding of the preservation and restoration of the County Clerk's revised Records Archive Plan 2024-2025.
43. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Records Archive Fund - County Clerk.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0384.0384.004550	Imaging & Microfilming	\$2,800,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$14,199.30
	0546.0000.367404	Animal Shelter Donations	\$269,808.42
	0546.0000.367440	Jane's Fund Donations	\$18,138.00
	0546.0000.367442	Play Yard Donations	\$120.00
	0546.0000.367443	Heart Worm Trmt Donations	\$300.00
	0546.0000.367445	SIT Team Donations	\$505.00
	0546.0000.367447	Animal Transport Donations	\$3,196.60

	0546.0000.367448	Kitten Care Donations	\$2,806.00
	0546.0000.370150	Sales of Pet Care Products	\$1,117.27

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salary	\$37,766.07
	0546.0546.002010	FICA	\$2,889.10
	0546.0546.002020	Retirement	\$6,061.45
	0546.0546.002030	Insurance	\$6,480.00
	0546.0546.003510	Purchases for Resale	\$1,170.87
	0546.0546.003670	Use of Donations	\$229,555.05
	0546.0546.004100	Professional Services	\$19,008.12
	0546.0546.004105	Foster Home Care	\$2,940.61
	0546.0546.004231	Travel	\$3,349.95
	0546.0546.004232	Training	\$529.23
	0546.0546.004509	Facility Enhancements	\$125.75
	0546.0546.004975	Animal Medical Care	\$314.39

46. Discuss, consider, and take appropriate action on transferring \$157,070 from P499 (CR 201 Ph 1) to P489 (South San Gabriel Ranch Sub) and \$65,000 from P704 (CR 153) to P547 (CR 118) for the Road and Bridge projects.
47. Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to activities conducted by Cameron County Housing Finance Corporation in Williamson County, Texas; and exemption of these 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).

48. Discuss, consider, and take appropriate action on approving Service and Purchase Contract #2025138 between CDW-G and Williamson County for an Annual Subscription with CrowdStrike in the amount of \$386,497.26 pursuant to DIR contract #DIR-CPO-5303 and authorizing the execution of the purchase.
49. Discuss, consider and take appropriate action on approving purchase #2025142 between Williamson County and CDW Government, LLC for existing subscriptions for County firewalls, in the amount of \$119,885.55, pursuant to TIPS cooperative contract #230105.
50. Discuss, consider, and take appropriate action on approving Purchase #2025143 between Williamson County and NETSYNC for networking equipment for the new CAD (911) project in the total amount of \$120,503.28 pursuant to DIR contract #DIR-CPO-5347. Funding Source is P604.
51. Discuss, consider and take appropriate action on approving Purchase #2025144 CAD (911) host servers for the new 911 system from ConvergeOne, Inc. in the amount of \$589,954.83 pursuant to DIR contract #DIR-TSO-3763, and approval of the quote. Funding Source P604.
52. Discuss, consider and take appropriate action on approving the Purchase and Service Subscription #2025147 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with new licenses of VMWare Software for a three (3) year period beginning 03/31/2025 through 11/15/2027 in the total amount of \$377,856.68 paying \$90,528.16 in year one and \$143,664.26 in the subsequent years per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement. The funding Source is P604.
53. Discuss, consider, and take appropriate action on approving the Purchase and Annual Maintenance Agreement #2025149 for Immix Technology, Inc. for UKG timekeeping software in the amount of \$176,058.00, pursuant to DIR contract #DIR TSO-4315.
54. Discuss, consider, and take appropriate action on an Amended and Restated Williamson County Exposition Center Operation and Use Agreement by and between Williamson County, Texas and the Taylor Rodeo Association, Inc. (TRA) related to TRA's use of the Williamson County Expo Center.
55. Discuss, consider and take appropriate action on approving the Amendment adding additional services to the Parks Department alarm system previously approved on June 2, 2020, under agenda item #18, a total cost of \$174.00 for equipment and installation, with \$40.00 per month recurring, and authorizing the execution of the additional services.
56. Discuss, consider and take appropriate action on approving the Amendment to contract #23RFP30, Hazard Mitigation Grant Writing Services with Williamson County Services Contract H2O Partners, Inc., previously approved under agenda item #12 on 05.09.2023, adding Appendix II Part 200 terms.
57. Discuss, consider and take appropriate action on an updated career ladder for Facilities Management.
58. Discuss, consider, and take appropriate action on Supplemental Agreement No. 2 to the Agreement for Geotechnical Engineering Services between Williamson County and ECS Southwest, LLP being dated February 28th, 2023, Supplemental Agreement No. 1, dated November 30th, 2023, related to the Juvenile Justice Center Addition.
59. Discuss, consider, and take appropriate action on authorizing a Master Service Contract No #2025132 with Viking Fence Co., LTD, dba Viking GP, LLC for as-needed services, in the not exceed amount of Five-Hundred Thousand Dollars (\$500,000.00), pursuant to TIPS Cooperative # 210205 and authorize the execution of the agreement.
60. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and Halff Associates, Inc. being dated August 20th, 2020, First Amended and Restated dated December 8th, 2021, Amendment No. 1 dated February 8, 2022, Amendment No. 2, dated June 6th, 2023, Supplemental Agreement No. 1, dated March 8th, 2024, related to Berry Springs Park Additions.

61. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025136, between Williamson County and Separation Systems Consultants, Inc. (SSCI) for Abatement Services in the not-to-exceed amount of \$500,000.00 pursuant to TIPS Cooperative Contract #230601 and authorize execution of the agreement.
62. Receive the February 2025 Construction Summary Report and PowerPoint Presentation.
63. Discuss, consider and take appropriate action on Contract Amendment No 1 under the Williamson County Contract for Engineering Services between Raba Kistner Inc. and Williamson County dated March 19, 2024, for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.
64. Discuss, consider, and take appropriate action on approving the second and FINAL Renewal of Contract #23IFB1 (MBGF) for the same terms and conditions without any price increase but with additional items added, as per the attached bid tabulation with RHB Construction Inc., for a 12-month term from January 10, 2025, to January 9, 2026.
65. Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Central Texas Stone and Aggregate based on the lowest and best bid for a particular location or type of material.
66. Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Heartland Quarries LLC dba Heartland Aggregates based on lowest and best bid for a particular location or type of material.
67. Discuss, consider, and take appropriate action on awarding IFB #25IFB16 County Road Seal Coat FY 25 Improvements to D.I.J. Construction Inc. in the not-to-exceed amount of \$1,177,935.15 and authorize execution of the agreement.
68. Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Wilco Aggregates LLC based on the lowest and best bid for a particular location or type of material.
69. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, The Johnson Development Corp., CR207B Partners, LP, CR207S Partners, LP, Bill Chapman, Heath Chapman, and a proposed Williamson County Municipal Utility District to be located on CR 207.
70. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, 05 Ranch Investments, LLC, and the proposed Burford Ranch Municipal Utility District.
71. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$182,734.17 for Project 23IFB8 Corridor H Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.
72. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$288,195.31 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.
73. Discuss, consider, and take appropriate action regarding Change Order No. 14 in the amount of (\$1,307,037.44) for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.
74. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of (\$318,499.67) for Project 22IFB138 CR 366 (James Construction Group) P: 296 Funding Source: Road Bond.
75. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 366, a Road Bond project in Commissioner Pct. 4. P: 296 Funding Source: Road Bond.

76. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 258 Extension, a Road Bond project in Commissioner Pct. 2. P: 277 Funding Source: Road Bond.
77. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 245 Reconstruction, a Road Bond project in Commissioner Pct. 3. P: 353 Funding Source: Road Bond.
78. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 307 Reconstruction, a Road Bond project in Commissioner Pct. 4. P: 394 Funding Source: Road Bond.
79. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 332 Realignment, a Road Bond project in Commissioner Pct. 4. P: 366 Funding Source: Road Bond.
80. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 129, a Road Bond project in Commissioner Pct. 4. P: 375 Funding Source: Road Bond.
81. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for Great Oaks Drive Improvement at Brushy Creek, a Road Bond project in Commissioner Pct. 3. P: 270 Funding Source: Road Bond.
82. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of (\$49,103.60) for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.
83. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of \$35,881.14 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.
84. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the FM 971 (Granger) contract executed March 19, 2024, between Williamson County and AtkinsRéalís relating to the 2023 Road Bond Program.
Project: P688 Funding source: Road Bonds
85. Discuss, consider and take appropriate action accepting a donation of 0.0957 acres for right of way on the FM 971 project from Granger Independent School District. Funding Source: Bonds P688
86. Discuss, consider and take appropriate action on a right of entry agreement with Oldcastle Materials Texas Production Assets Company, LLC required for the Liberty Hill Bypass Segment 3 project. Funding Source: Bonds P663

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)."

87. 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 a 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: Bud Stockton Dr.
- 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 the 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 Arterial 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 the acquisition of real property for CR 175.
- 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 the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of Williamson County-owned properties within the downtown Georgetown area.

88. 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 Garden
- c) Project School Bus
- d) Project Lunch Lady
- e) Project Sequoia

89. 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. Litigation:

- 1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
- 2. 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
- 3. 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

4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. 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
6. 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
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
17. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., in the 26th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for an incident occurring on or about 09/25/2024.

d. 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 the Texas Public Facility Corporation Act, codified as Texas Local Government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
5. Legal matters pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to contracting of inmate housing of third-party governmental agency inmates.

90. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).
91. 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).

REGULAR AGENDA (continued)

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

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. 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
3. 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
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. 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
6. 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
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 48th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
15. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties LLC, et al., In the 26th Judicial district court of Williamson County, Texas

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-01739; B.R.
2. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

d. 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 the Texas Public Facility Corporation Act, codified as Texas local Government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.
5. Legal matters pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to contracting of inmate housing of third-party governmental agency inmates.

93. Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

94. Comments from Commissioners.

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

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 21st day of February 2025 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 02/25/2025

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 Lenel Web License.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >\$5,000	\$3,768.46
To	0100.0509.003011	Computer Software	\$3,768.46

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Saira Hernandez

Saira Hernandez

Date

02/07/2025 02:24 PM

02/18/2025 09:31 AM

02/20/2025 12:26 PM

Started On: 02/07/2025 08:14 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 02/25/2025

Discuss, consider, and take appropriate action on a line item transfer for Public Safety

Submitted For: Richard Semple**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

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

Background**Internet service for test cradlepoint:** This will allow IT staff to fully replicate the mobile environment used by first responders to enable them to better support and troubleshoot issues.**Duo Physical Tokens:** These are required by our external first responder agencies to ensure that they are meeting the multifactor authentication requirements set forth by our cybersecurity insurance provider.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.003011	Computer Software < \$5,000	\$5,315.00
To	0100.0523.004210	Internet/Email Services	\$315.00
To	0100.0523.003010	Computer Equipment < \$5,000	\$5,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 02/18/2025

Reviewed By

Delia Colon

Saira Hernandez

Date

02/14/2025 11:05 AM

02/18/2025 09:31 AM

Started On: 02/14/2025 10:49 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 02/25/2025

Non-Departmental transfer to District Attorney's Office

Submitted By: Grace Frias, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The District Attorney's Office is requesting \$10,000 as additional funding is needed for case review.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non- Departmental	\$10,765
To	0100-0440-001107	Temp Seasonal Help	\$10,000
To	0100-0440-002010	FICA	\$765

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Grace Frias

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Saira Hernandez

Date

02/14/2025 02:52 PM

02/19/2025 10:14 AM

Started On: 02/14/2025 01:57 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 02/25/2025

Line item transfer for Road & Bridge Division

Submitted For: Matt Williamson**Submitted By:** Jenifer Favreau, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to complete emergency bridge repairs on CR 351.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap Projects-P703	\$60,000.00
From	0200-0210-000777	Transfer to Cap Projects-P704	\$55,000.00
From	0200-0210-005711	Heavy Equipment>\$5,000	\$60,000.00
To	0200-0210-003599	Road Constr/Maint	\$175,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Saira Hernandez

Date

02/20/2025 11:12 AM

02/20/2025 12:26 PM

Started On: 02/20/2025 10:42 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 02/25/2025

Line item transfer for Road & Bridge Division

Submitted For: Matt Williamson**Submitted By:** Jenifer Favreau, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to allow for the purchase of traffic modeling software in order to review traffic studies related to development proposals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003005	Office Furniture	\$4,000.00
To	0200-0210-004505	Software Maintenance	\$4,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Saira Hernandez

Date

02/20/2025 11:22 AM

02/20/2025 12:26 PM

Started On: 02/20/2025 10:50 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 02/25/2025

Line Item Transfer for the Elections Department

Submitted For: Bridgette Escobedo**Submitted By:** Bridgette Escobedo, Elections**Department:** Elections**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer to the Elections Department.

Background

Elections will purchase hotspots from AT&T FirstNet to provide better Wi-Fi service to polling locations. This will be under the County's current account with AT&T FirstNet and will allow the elimination of the Verizon and TMobile hotspots currently being used.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.005741	Computer Software >\$5K	\$15,000.00
From	0100.0492.005742	Voting Equipment	\$15,000.00
To	0100.0492.003010	Computer Equipment	\$30,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Bridgette Escobedo

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Saira Hernandez

Date

02/20/2025 11:54 AM

02/20/2025 12:26 PM

Started On: 02/20/2025 11:39 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 02/25/2025

Compensation Items

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

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Position Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 02/20/2025

Reviewed By

Allen Frederick

Delia Colon

Date

02/19/2025 05:01 PM

02/20/2025 08:57 AM

Started On: 02/19/2025 04:52 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Clerk	Deputy District Clerk.0748.001100.	17294	\$43,263.36	\$1,297.90	3.00	\$44,561.25	-	MERIT	28-Feb-25
Juvenile Services	Administrative Specialist.1051.001100.	17101	\$41,184.00	\$1,235.52	3.00	\$42,419.52	-	MERIT	28-Feb-25
Juvenile Services	Juv Supervision Offcr I.1074.001100.	17162	\$45,822.40	\$2,291.12	5.00	\$48,113.52	-	MERIT	28-Feb-25
Juvenile Services	Juv Supervision Offcr I.1135.001100.	17158	\$45,823.48	\$2,291.18	5.00	\$48,114.66	-	MERIT	28-Feb-25
Juvenile Services	Juv Supervision Offcr I.1070.001100.	17161	\$45,822.40	\$2,291.12	5.00	\$48,113.52	-	MERIT	28-Feb-25
Juvenile Services	Juv Supervision Offcr I.1739.001100.	17160	\$45,822.40	\$2,291.12	5.00	\$48,113.52	-	MERIT	28-Feb-25
Juvenile Services	Juv Supervision Offcr I.1069.001100.	17112	\$45,823.48	\$2,291.18	5.00	\$48,114.66	-	MERIT	28-Feb-25
On-Site Sewage Facilities	OSSF Coordinator.1821.001100.	17269	\$50,161.57	\$1,504.84	3.00	\$51,666.41	-	MERIT	28-Feb-25
Unified Road Systems	Operator III.2178.001100.	15230	\$53,784.60	\$1,000.00	1.86	\$54,784.60	-	MERIT	28-Feb-25
Unified Road Systems	Operator I.1532.001100.	16522	\$45,320.02	\$1,359.59	3.00	\$46,679.61	-	MERIT	28-Feb-25
Wilco Pretrial Services	Pretrial Officer.2177.001100.	17148	\$50,593.92	\$1,517.82	3.00	\$52,111.74	-	MERIT	28-Feb-25
Wilco Pretrial Services	Pretrial Manager.2213.001100.	16636	\$68,157.70	\$2,215.13	3.25	\$70,372.83	-	MERIT	28-Feb-25

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0450	001100	1,297.90	
01	0100	0450	001130		1,297.90
01	0100	0576	001100	12,691.24	
01	0100	0576	001130		12,691.24
01	0100	0661	001100	1,504.84	
01	0100	0661	002010	115.12	
01	0100	0661	002020	241.53	
01	0100	8006	001130		1,504.84
01	0100	8006	002010		115.12
01	0100	8006	002020		241.53
01	0200	0210	001100	2,359.59	
01	0200	0210	001130		2,359.59
01	0100	0591	001100	3,732.95	
01	0100	0591	001130		3,732.95

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1511	11628	\$64,251.20	\$64,251.20	\$77,107.29	\$73,707.72	\$3,399.57	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1511 to PCN 1556	2/28/2025
0210 Unified Road Systems	1556	Vacant	N/A	N/A	\$61,100.43	\$64,500.00	N/A	\$3,399.57	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1511 to PCN 1556	2/28/2025
0475 County Attorney	0016	Vacant	N/A	N/A	\$48,688.72	\$45,465.95	\$3,222.77	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0016 to PCN 2155	2/28/2025
0475 County Attorney	2155	17243	\$39,535.60	\$42,758.37	\$39,535.60	\$42,758.37	N/A	\$3,222.77	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0016 to PCN 2155	2/28/2025
0560 Sheriff Office	1229	04631	\$52,883.44	\$52,883.44	N/A	N/A	N/A	N/A	Reclass: Grade change from B.18 to B.21. No fiscal impact	2/28/2025
0560 Sheriff Office	1236	Vacant	\$44,418.08	\$44,418.08	N/A	N/A	N/A	N/A	Reclass: Grade change from B.18 to B.21. No fiscal impact	2/28/2025
0560 Sheriff Office	1387	12010	\$64,474.65	\$64,474.65	N/A	N/A	N/A	N/A	Reclass: Grade change from B.23 to B.25. No fiscal impact.	2/28/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0560 Sheriff Office	1239	13709	\$39,535.64	\$39,535.64	\$59,848.33	\$39,535.64	\$20,312.69	N/A	Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	1224	17038	\$36,885.66	\$36,885.66	\$47,250.44	\$45,678.50	\$1,571.94	N/A	Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	0068	16211	\$40,298.88	\$43,618.76	\$40,298.88	\$43,618.76	N/A	\$3,319.88	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	1226	14205	\$42,338.00	\$43,618.76	\$42,338.00	\$43,618.76	N/A	\$1,280.76	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	1227	Vacant	\$38,748.92	\$43,618.76	\$38,748.92	\$43,618.76	N/A	\$4,869.84	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0560 Sheriff Office	1233	Vacant	N/A	N/A	\$39,125.13	\$43,618.76	N/A	\$4,493.63	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	1234	13902	\$42,338.00	\$43,618.76	\$42,338.00	\$43,618.76	N/A	\$1,280.76	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	2052	16496	\$40,298.88	\$43,618.76	\$40,298.88	\$43,618.76	N/A	\$3,319.88	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025
0560 Sheriff Office	2053	15450	\$40,298.88	\$43,618.76	\$40,298.88	\$43,618.76	N/A	\$3,319.88	Reclass: Grade change from B.18 to B.25. Reallocation of position budget as allowed by policy. Suplus salary from PCNs 1239 and 1224 to PCNs 0068, 1226, 1227, 1233, 1234, 2052 and 2053	2/28/2025

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

Commissioners Court - Regular Session**10.****Meeting Date:** 02/25/2025

Property Tax Collections – January 2025

Submitted For: Larry Gaddes**Submitted By:** Rebecca Bruton, 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 January 2025 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

010125-013125 GWI-RFM graph

010125-013125 GWI-RFM

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Bruton

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

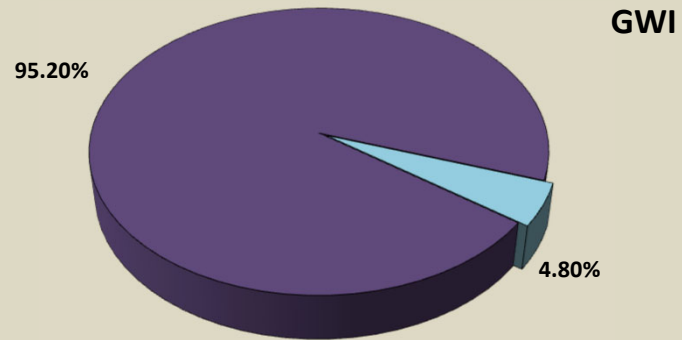
Date

02/20/2025 10:00 AM

Started On: 02/20/2025 09:21 AM

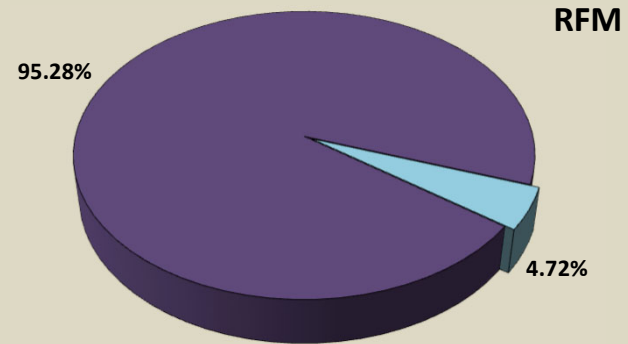
Year to Date Collection Report Thru January 2025

■ YTD Collected ■ YTD Uncollected



Year to Date Collection Report Thru January 2025

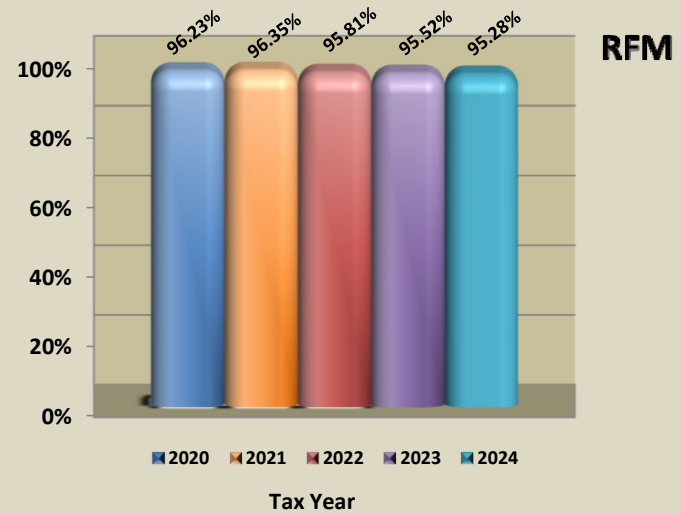
■ YTD Collected ■ YTD Uncollected



Percent of Roll Collected Comparison 2020-2024



Percent of Roll Collected Comparison 2020-2024



YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 31, 2025

Williamson County General Fund	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
2024	\$459,890,613.70	(\$801,227.57)	\$459,089,386.13	\$188,445,414.53	\$363.81	(\$148.30)	\$22,037,429.50	\$437,051,956.63	95.20%	95.20%	95.43%
2023 & Prior	\$4,214,726.82	(\$862,872.11)	\$3,351,854.71	\$154,450.24	\$90,120.03	\$0.81	\$3,228,100.25	\$123,754.46	3.69%	9.85%	
Rollbacks	\$811,847.39	\$51,057.02	\$862,904.41	\$565,344.19	\$0.00	\$0.00	\$130,739.43	\$732,164.98	84.85%	84.88%	
Total All	\$464,917,187.91	(\$1,613,042.66)	\$463,304,145.25	\$189,165,208.96	\$90,483.84	(\$147.49)	\$25,396,269.18	\$437,907,876.07	94.52%	94.56%	

Williamson County RFM	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
2024	\$58,537,185.60	(\$78,260.67)	\$58,458,924.93	\$23,820,604.00	\$47.54	(\$18.63)	\$2,758,610.21	\$55,700,314.72	95.28%	95.28%	95.50%
2023 & Prior	\$490,413.73	(\$96,083.21)	\$394,330.52	\$20,986.22	\$10,723.03	\$0.11	\$365,073.42	\$29,257.10	7.42%	13.92%	
Rollbacks	\$82,906.04	\$5,332.76	\$88,238.80	\$57,669.20	\$0.00	\$0.00	\$13,486.23	\$74,752.57	84.72%	84.74%	
Total All	\$59,110,505.37	(\$169,011.12)	\$58,941,494.25	\$23,899,259.42	\$10,770.57	(\$18.52)	\$3,137,169.86	\$55,804,324.39	94.68%	94.72%	

2024 COMBINED MONTHLY BREAKDOWN

Oct-24	\$518,427,799.30	\$379.67	\$518,428,178.97	\$11,522,952.32	\$0.00	\$94.78	\$506,603,656.15	\$11,824,522.82
Nov-24	\$518,428,178.97	(\$256,458.39)	\$518,171,720.58	\$21,481,122.67	\$0.00	\$0.63	\$484,866,074.46	\$33,305,646.12
Dec-24	\$518,171,720.58	(\$241,142.83)	\$517,930,577.75	\$247,180,786.70	\$0.00	(\$13.07)	\$237,444,158.00	\$280,486,419.75
Jan-25	\$517,930,577.75	(\$382,266.69)	\$517,548,311.06	\$212,266,018.53	\$411.35	(\$166.93)	\$24,796,039.71	\$492,752,271.35

Commissioners Court - Regular Session**11.****Meeting Date:** 02/25/2025

Pct. 2 Constables Office 2024 Racial Profiling Report

Submitted For: Jeff Anderson**Submitted By:** James Thomas, Constable Pct. #2**Department:** Constable Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on the 2024 Racial Profiling Report and Analysis Report, submitted by the Precinct 2 Constables Office.

Background

In accordance with the Texas Code of Criminal Procedure, Article 2.131 - 2.138, the Chief administrator of law enforcement agencies must submit annual racial profiling reports to their governing body, as well as TCOLE. The 2024 Racial Profiling Report and Analysis for the Precinct 2 Constables Office is hereby submitted to the Williamson County Commissioners Court as required by statute.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 Racial Profiling Report

2024 Racial Profiling Analysis Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: James Thomas

Final Approval Date: 02/05/2025

Reviewed By

Delia Colon

Date

02/05/2025 04:52 PM

Started On: 02/05/2025 03:06 PM

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 2
Reporting Date: 02/05/2025
TCOLE Agency Number: 491102

Chief Administrator: JEFFREY D. ANDERSON

Agency Contact Information:
Phone: (512) 260-4270
Email: jeff.anderson@wilco.org

Mailing Address:
350 DISCOVERY BLVD SUITE 205
CEDAR PARK, TX 78613

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 2 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 2 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 2 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JAMES THOMAS
Chief Deputy

Date: 02/05/2025

Total stops: 46

Street address or approximate location of the stop

City street	27
US highway	2
County road	3
State highway	12
Private property or other	2

Was race or ethnicity known prior to stop?

Yes	0
No	46

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	40
Hispanic / Latino	0

Gender

Female	13
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	12
Hispanic / Latino	0
Male	33
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	28
Hispanic / Latino	0

Reason for stop?

Violation of law	15
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	13

Hispanic / Latino	0
Preexisting knowledge	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Moving traffic violation	25
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	23
Hispanic / Latino	0
Vehicle traffic violation	4
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	3
Hispanic / Latino	0
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	46
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	40
Hispanic / Latino	0
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Inventory	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Incident to arrest	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	0	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

Description of contraband

Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	11
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	9
Hispanic / Latino	0
Written warning	18
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	0
White	16
Hispanic / Latino	0
Citation	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	15
Hispanic / Latino	0
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	46
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	4
White	40
Hispanic / Latino	0

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

WILLIAMSON CO. CONST. PCT. 2

01. Total Traffic Stops:	46	
02. Location of Stop:		
a. City Street	27	58.70%
b. US Highway	2	4.35%
c. County Road	3	6.52%
d. State Highway	12	26.09%
e. Private Property or Other	2	4.35%
03. Was Race known prior to Stop:		
a. NO	46	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	2	4.35%
c. Black	4	8.70%
d. White	40	86.96%
e. Hispanic/ Latino	0	0.00%
05. Gender:		
a. Female	13	28.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.17%
iii. Black	0	0.00%
iv. White	12	26.09%
v. Hispanic/ Latino	0	0.00%
b. Male	33	71.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.17%
iii. Black	4	8.70%
iv. White	28	60.87%
v. Hispanic/ Latino	0	0.00%
06. Reason for Stop:		
a. Violation of Law	15	32.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	2	13.33%
iv. White	13	86.67%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	2	4.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
c. Moving Traffic Violation	25	54.35%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	4.00%
iii. Black	1	4.00%
iv. White	23	92.00%
v. Hispanic/ Latino	0	0.00%
d. Vehicle Traffic Violation	4	8.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	25.00%
iii. Black	0	0.00%
iv. White	3	75.00%
v. Hispanic/ Latino	0	0.00%
07. Was a Search Conducted:		
a. NO	46	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.35%
iii. Black	4	8.70%
iv. White	40	86.96%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	11	23.91%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	18.18%
iv. White	9	81.82%
v. Hispanic/ Latino	0	0.00%
b. Written Warning	18	39.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	11.11%
iii. Black	0	0.00%
iv. White	16	88.89%
v. Hispanic/ Latino	0	0.00%
c. Citation	17	36.96%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	11.76%
iv. White	15	88.24%
v. Hispanic/ Latino	0	0.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	46	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	4.35%
iii. Black	4	8.70%
iv. White	40	86.96%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:	0
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REPORT DATE COMPILED 02/05/2025

Commissioners Court - Regular Session**12.****Meeting Date:** 02/25/2025

January 2025 Monthly Report

Submitted By: Melissa East, J.P. Pct. #2**Department:** J.P. Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 January 2025 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

January 2025 Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 02/10/2025

Reviewed By

Delia Colon

Date

02/10/2025 03:14 PM

Started On: 02/10/2025 09:00 AM


Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON


Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of JANUARY 2025.



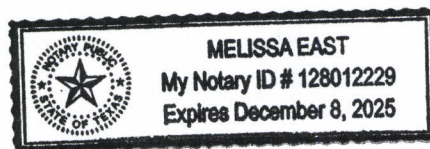


ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 10th day of February, 2025, 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

Deposit Date: 01/01/2025 - 01/31/2025 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,107.60
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	255.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	160.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	12,063.89
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	10,320.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	605.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	240.00
01-0100-0000-342860 - Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	632.26
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	24,869.50
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	969.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	3.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,890.42
0100 - General Fund Total:		55,115.67
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	8.00
0361 - JP Security Fund Total:		8.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	10.00
0368 - JP-2 Truancy Program Fund Total:		10.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,615.00
0370 - Alternate Dispute Resolution Fund Total:		1,615.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	8.00
0372 - Justice Court Technology Fund Total:		8.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2025 - 01/31/2025 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	17,105.01
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	168.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	618.68
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,313.49
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	62.50
0399 - State Agency Fund Total:		24,375.68

JP BOND

01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	2,842.00
JP BOND Total:		2,842.00
Fee Totals for All Funds:		83,974.35

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2025 - 01/31/2025 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary										
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net		Number
		Amount	Number	Amount	Number	Amount	Number	Amount		
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1	
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	195.00	39	0.00	0	(5.00)	1	190.00	40	
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	618.68	126	0.00	0	0.00	0	618.68	126	
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	490.76	102	0.00	0	0.00	0	490.76	102	
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	85.00	19	0.00	0	0.00	0	85.00	19	
2020CCCC	State Cons Court Cost LGC 133.102(a)(3)	17,167.01	285	0.00	0	(62.00)	1	17,105.01	286	
2020CDFS	Compliance Dismissal Fine	360.00	37	0.00	0	0.00	0	360.00	37	
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	489.06	53	0.00	0	0.00	0	489.06	53	
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,904.42	287	0.00	0	(14.00)	1	3,890.42	288	
2020LTF	Local Traffic Fine (TC 542.403)	378.82	133	0.00	0	0.00	0	378.82	133	
2020STF	State Traffic Fine (TC 542.4031)	6,313.49	133	0.00	0	0.00	0	6,313.49	133	
2020TPF	Time Payment Fee CCP 102.030	647.26	48	0.00	0	(15.00)	1	632.26	49	
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	600.00	12	0.00	0	0.00	0	600.00	12	
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1	
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	45.00	9	0.00	0	0.00	0	45.00	9	
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2	
CB	Cash Bond	2,842.00	8	0.00	0	0.00	0	2,842.00	8	
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2	
CCOP	Civil Copies	27.25	21	0.00	0	0.00	0	27.25	21	
CERT	Certified Copy	11.00	5	0.00	0	0.00	0	11.00	5	
CFINE	County Fine	25,064.50	211	0.00	0	(195.00)	1	24,869.50	212	
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2	
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2	
COLLFEE	Collection Agency Fee	1,107.60	14	0.00	0	0.00	0	1,107.60	14	
CONT2	Constable Service Fee Pct #2	7,840.00	73	0.00	0	(320.00)	3	7,520.00	76	

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 01/01/2025 - 01/31/2025 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary										
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net		Number
		Amount	Number	Amount	Number	Amount	Number	Amount	Number	
COPIES	Copies	1.00	1	0.00	0	0.00	0	1.00	1.00	1
CRFEEOVER	Criminal Overpayment Fee	15.00	1	0.00	0	0.00	0	15.00	15.00	1
CVFEEOVER	Civil Overpayment Fee	240.00	3	0.00	0	0.00	0	240.00	240.00	3
DDF	Deferred Disposition Fee	2,076.00	26	0.00	0	0.00	0	2,076.00	2,076.00	26
FNTC1	Child Safety Seat Fine Trauma Center	62.50	2	0.00	0	0.00	0	62.50	62.50	2
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	8.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	8.00	2
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	10.00	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	10.80	2
LT10	Overpayments < \$10	2.00	1	0.00	0	0.00	0	2.00	2.00	1
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1.00	1
OPAY	Over Payments > \$10	231.00	1	0.00	0	(276.00)	1	(45.00)	(45.00)	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,635.00	328	0.00	0	(20.00)	4	1,615.00	1,615.00	332
SB41JCSF	Justice Court Support Fund	8,175.00	328	0.00	0	(100.00)	4	8,075.00	8,075.00	332
SB41LAF	Language Access Fund - LGC 135.155	981.00	328	0.00	0	(12.00)	4	969.00	969.00	332
SB41SCF	State Consolidated Fee	168.00	8	0.00	0	0.00	0	168.00	168.00	8
WCSO	Williamson County Sheriff	100.00	2	0.00	0	0.00	0	100.00	100.00	2
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	70.00	14
WSF2	Constable #2 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	2,800.00	14
Fee Code Summary Totals		84,993.35	2,700	0.00	0	(1,019.00)	21	83,974.35	83,974.35	2,721

Commissioners Court - Regular Session**13.****Meeting Date:** 02/25/2025

Justice of the Peace 3 JANUARY 2025 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, January 2025 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

January 2025 - CCP 103

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 02/11/2025

Reviewed By

Andrea Schiele

Date

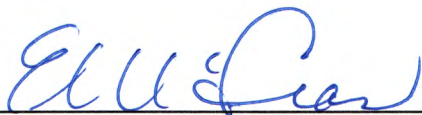
02/11/2025 04:15 PM

Started On: 02/11/2025 02:13 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

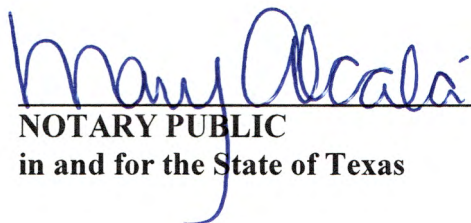
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January 2025.



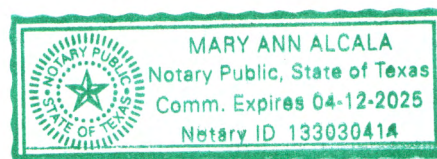
**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**



On this 11th day of February 2025, 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: 01/01/2025 - 01/31/2025

Case Categories: Civil

Locations: JP3

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
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	184.50
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	13,960.00
0100 - General Fund Total:		14,144.50
Fee Totals for All Funds:		14,144.50

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2025 - 01/31/2025 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	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	27.50	19	0.00	0	0.00	0	27.50	19
CONT3	Constable Service Fee Pct #3	9,360.00	87	0.00	0	0.00	0	9,360.00	87
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	100.00	20	0.00	0	0.00	0	100.00	20
WRIT	Writ Fee	5.00	1	0.00	0	0.00	0	5.00	1
WSF3	Constable #3 - Writ Service Fee	4,600.00	23	0.00	0	0.00	0	4,600.00	23
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		14,144.50	156	0.00	0	0.00	0	14,144.50	156

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2025 - 01/31/2025
Locations: JP3

Case Categories: Criminal

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.15
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,372.12
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	275.69
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	181.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	93.78
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	8,756.95
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	548.10
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	116,823.84
0100 - General Fund Total:		135,052.63
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	116.06
0361 - JP Security Fund Total:		116.06
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	53.70
0365 - Child Safety Fund Total:		53.70
0367 - JP-3 Truancy Program Fund		
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	145.05
0367 - JP-3 Truancy Program Fund Total:		145.05
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	116.06
0372 - Justice Court Technology Fund Total:		116.06

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2025 - 01/31/2025
Locations: JP3

Case Categories: Criminal

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
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	57.36
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,151.42
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	115.15
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	172.74
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	358.04
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	1.19
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	207.13
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	57.56
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	532.25
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	547.26
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	5,999.74
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	20.36

0399 - State Agency Fund Total: 9,220.20

JP BOND

01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	3,087.00
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JP BOND Total: 3,087.00

Fee Totals for All Funds: 147,790.70

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2025 - 01/31/2025 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
AFDPS	Arrest Fee - DPS (CCP 102.011)	90.12	25	0.00	0	0.00	0	90.12	25
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.15	1	0.00	0	0.00	0	1.15	1
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	43.78	12	0.00	0	0.00	0	43.78	12
CB	Cash Bond	3,087.00	7	0.00	0	0.00	0	3,087.00	7
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,151.42	39	0.00	0	0.00	0	1,151.42	39
CFINE	County Fine	116,823.84	969	0.00	0	0.00	0	116,823.84	969
CHS	Courthouse Security Fee (CCP 102.017)	87.05	40	0.00	0	0.00	0	87.05	40
CHSJC	JP Security Fee (CCP 102.017)	29.01	40	0.00	0	0.00	0	29.01	40
COLLFEE	Collection Agency Fee	8,372.12	128	0.00	0	0.00	0	8,372.12	128
COPIES	Certified Copies	13.25	2	0.00	0	0.00	0	13.25	2
CRFEEOVER	Criminal Overpayment Fee	181.00	3	0.00	0	0.00	0	181.00	3
CSSF	Child Safety School Fee (CCP 102.014(c))	53.70	3	0.00	0	0.00	0	53.70	3
DDF	Deferred Disposition Fee	8,713.00	66	0.00	0	0.00	0	8,713.00	66
FNTC1	Child Safety Seat Fine Trauma Center	532.25	9	0.00	0	0.00	0	532.25	9
IDF	Indigent Defense Fee (LGC 133.107)	57.56	39	0.00	0	0.00	0	57.56	39
JCTF	Justice Court Technology Fee (CCP 102.0173)	116.06	40	0.00	0	0.00	0	116.06	40
JFR	Jury Reimbursement Fee (CCP 102.0045)	115.15	39	0.00	0	0.00	0	115.15	39
JTP	Juvenile Truancy Program (CCP 102.0174)	145.05	40	0.00	0	0.00	0	145.05	40
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	28.68	38	0.00	0	0.00	0	28.68	38
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	28.68	38	0.00	0	0.00	0	28.68	38
JUSFC	Judicial Support Fund - County (LGC 133.105)	17.28	39	0.00	0	0.00	0	17.28	39
JUSFS	Judicial Support Fund - State (LGC 133.105)	155.46	39	0.00	0	0.00	0	155.46	39
MVF	Moving Violation Fee (CCP 102.022)	1.19	15	0.00	0	0.00	0	1.19	15
OMNI	OMNI Fee	109.45	25	0.00	0	0.00	0	109.45	25
OMNIC	OMNI Fee - County	72.98	25	0.00	0	0.00	0	72.98	25
OMNIS	OMNI Fee - State	364.83	25	0.00	0	0.00	0	364.83	25
SFC3	Service/Arrest Fee - Const. 3	35.54	6	0.00	0	0.00	0	35.54	6
SFMCWV	State Fine - Motor Carrier Weight Violation	5,999.74	22	0.00	0	0.00	0	5,999.74	22

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2025 - 01/31/2025 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
SFOC	Service Fee - Out of County	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	207.13	10	0.00	0	0.00	0	207.13	10
TPC	Time Payment Fee - County	3.93	1	0.00	0	0.00	0	3.93	1
TPS	Time Payment Fee - State	16.43	2	0.00	0	0.00	0	16.43	2
TPWF	Texas P&W Fine	275.69	4	0.00	0	0.00	0	275.69	4
UFA	Uniform Traffic Act (TC 542.403)	25.70	12	0.00	0	0.00	0	25.70	12
WARC3	Warrant Fee - Constable Pct. 3	512.56	11	0.00	0	0.00	0	512.56	11
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WFDPS	Warrant Fee - DPS	262.92	6	0.00	0	0.00	0	262.92	6
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		147,790.70	1,823	0.00	0	0.00	0	147,790.70	1,823

Commissioners Court - Regular Session**14.****Meeting Date:** 02/25/2025

Approval of Purchase of Accurant for Government Subscription with LexisNexis Risk Solutions for Justice of the Peace #4

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 Contract #2025121 between Williamson County and LexisNexis Risk Solutions for Accurant subscription services in the amount of \$200.00 per month, and authorizing the execution of the agreement.

Background

The approval of this agreement, Schedule A- Accurant for Government (Transactional) will allow Justice of the Peace Precinct #4 staff to perform various searches to locate and track defendants in addition to verifying personal identifier information. This is a renewal service and is currently being utilized by Justice of the Peace Precinct #4 staff. The subscription will be for a period of (12) months beginning on March 1, 2025, with a minimum monthly charge of \$200.00 or the actual transactional charges (whichever one is greater). The line item to be charged is 01.0100.0454.004210 for FY25. This purchase has been approved by Contract Audit and General Counsel. Origination #1907. The point of contact is Debbie Sanders.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lexis Nexis Contract/Agreement
1295 Form

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Sandra Malcolm
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 10:09 AM
02/19/2025 10:52 AM
Started On: 01/28/2025 09:28 AM

LexisNexis® Risk Solutions

SCHEDULE A
Accurint for Government
(Transactional)

Customer Name:	<u>Williamson County - Texas</u>
Billgroup #:	<u>ACC-1335474</u>
LN Account Manager:	<u>Jimmy Restivo</u>

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

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning March 1, 2025 (the "Term"). This Schedule A will not renew. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES

2.1 Customer shall pay the prices detailed in the attached Price Schedule.

2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$200.00 ("Monthly Minimum Commitment").

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 10, 2025**.

4. CLOUD SERVICES

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

5. CONFIDENTIAL INFORMATION

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

AGREED TO AND ACCEPTED BY: Williamson County - Texas

Signed: _____

Name: _____

Job Title: _____

Date: _____

Accurint for Government

(Updated June 6, 2024)
(Plan 58)

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

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

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

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

Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00

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

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

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.

LexisNexis
Miamisburg, OH United States

Certificate Number:
2025-1261661

Date Filed:
01/28/2025

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:
02/18/2025

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.

2025121
Lexis Nexis Accurant for Government renewal, ACC-1335474

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.

LexisNexis Risk Solutions FL Inc.
1000 Alderman Dr., Alpharetta, Georgia 30005

Certificate Number:

2025-1261661

Date Filed:

02/12/2025

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.

2025121
Lexis Nexis Accurint for Government renewal, ACC-1335474

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Gaurang Dave, Sr. Manager, Contracts, the date of incorporation _____, and my date of birth is _____.

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

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

Executed in McLean, County, State of VA, on the 12th day of February, 2025.
(month) (year)

Gaurang Dave

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**15.****Meeting Date:** 02/25/2025

Ratification of Professional Services Contract for Interpretation Services with Michael H. Almassi for the District Courts

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

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying the Professional Services Contract between Michael H. Almassi and Williamson County for Interpretation Services for the District Courts for \$3,122.00.

Background

This agreement is for interpretive language services for the District Courts to continue to process cases where the individuals involved are not English-speakers. A completed agreement was needed in advance of the 2/11/25 Commissioners Court meeting and was therefore approved by the County Judge. Ratification of the contract is requested with this item. Contract Audit and General Counsel have reviewed the agreement. The funding source is 01-0100-0435-004141 and the point of contact is Jennifer Tredemeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Contract
1295 Form

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 10:26 AM

Started On: 01/29/2025 12:47 PM

**WILLIAMSON COUNTY
PROFESSIONAL SERVICES CONTRACT
FOR
INTERPRETATION SERVICES**

This Professional Services Contract for Interpretation Services (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 **Michael H. Almassi**, (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide interpretation services for the Williamson County District Courts *as an independent contractor* pursuant to terms of this Contract. Service Provider expressly acknowledges that it is not an employee of the County. The services include the services and work described in the attached **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.

II.

Effective Date and Term: The term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until September 30, 2025.

III.

Consideration and Compensation: Service Provider will be compensated based on the Fee Schedule described in **Exhibit "B"**. Service Provider shall submit an invoice to County for all services provided in the preceding month. Payment for the 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.

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.

V.

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.

VI.

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.

VII.

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

VIII.

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.

IX.

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

X.

Severability: In case any one or more of the provisions contained in this 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.

XI.

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.

XII.

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

this Contract.

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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

- A. Scope of Services as described in the attached **Exhibit "A"**; and
- B. Fee Schedule as described in the attached **Exhibit "B"**.

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.

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

WILLIAMSON COUNTY:

Bill Gravell
Bill Gravell (Feb 10, 2025 11:02 CST)

Authorized Signature

Bill Gravell

Printed Name

Date: Feb 10, 2025, 20

SERVICE PROVIDER:

Michael H. Almassi
Name of Service Provider

M. H. Almassi
Authorized Signature

Michael H. Almassi
Printed Name

Date: 11 16, 2025

Exhibit "A"

Scope of Services

The Williamson County District Courts intend to comply with all applicable State and Federal laws related to language access in the justice system. The Contract and this Exhibit are designed to ensure availability of qualified foreign language interpreters and support that compliance. Service Provider shall, upon request, provide one or more of the following services in support of the District Courts of Williamson County:

A. Interpretation ("Interpretation" or "Interpreting")

Interpretation is the process of accurately conveying words spoken in a language other than English into the English language or words spoken in the English language into a language other than English. Spoken-language interpretation provided by Service Provider shall be performed by a Licensed Court Interpreter who maintains a level of designation necessary to serve in the Williamson County District Courts (*see* Judicial Branch Certification Commission Rule 9.1). Interpretation provided under this Scope of Services may take place in a courtroom or in a court-related setting and may involve parties, attorneys, witnesses, court participants, observers, and/or the Court. Interpretation under this Scope of Services shall comply with all laws regulating Licensed Court Interpreters in the State of Texas and related rules contained in the Judicial Branch Certification Commission Rules and should reflect the best practices identified in the Texas Office of Court Administration document titled "Spoken Language Interpreting in Texas Courts".

B. Coordination of Interpreter Services ("Coordination")

On request from a Court or Court Staff, Service Provider shall provide a qualified interpreter, certified in the State of Texas by the Judicial Branch Certification Commission ("Interpreter"). This Interpreter shall meet the qualifications set forth above and may be an employee or sub-contractor of the Service Provider. Coordination shall include the following components:

- i. *Assignment* - An Assignment is a scheduled date and time of service set by a Court or Court Staff. An individual assignment may be for specific timeframes within a single day, or may be of a whole day, or multiple days.
- ii. *Scheduling Interpreter* - Receiving an Assignment from a Court or Court Staff for an Interpreter's services and scheduling an Interpreter to provide those services at the requested time, date, and location.
- iii. *Ensuring Services Provided Satisfactorily* - Receiving feedback on the performance of Interpreters.
- iv. *Serve as Billing Agent* - Prepare and present invoices based on services provided to Court for review and approval in the format directed by the Court. Receive payment for approved invoices.

C. Translation

Translation is the process of accurately conveying words written in a language other than English into the English language or words written in the English language into a language other than English. The Texas Judicial Branch Certification Commission does not currently license or certify translators. However, for the purpose of this Agreement, translation provided by Service Provider shall be performed by a Licensed Court Interpreter who has the level of designation necessary to serve in the Williamson County District Courts (*see* Judicial Branch Certification Commission Rule 9.1). The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

Exhibit "B"
Fee Schedule

THE STATE OF TEXAS



Michael H. Almassi
Master Farsi Interpreter
Licensed Court Interpreter (#72)
EIN 45-304-6210
469-667-7774

Interpretation Farsi to English: Rates and Contract

Please provide written confirmation via email if you agree to the fee as soon as possible.

Please provide written confirmation via email if you agree to the fee. Cancellation is considered anytime following receipt of confirmation; cancellation fee is \$400.

Cancellation within 48 hours of an out-of-town case will also include travel expenses.

When you respond, please provide specifics regarding the case and a copy of the Court Records/Notice of Disposition for this case.

1. What type of case is it? (Criminal, Family, etc.)
2. What are the circumstances around the case?
3. Who are the people involved (names).
4. What is their country of origin? (Dialects are quite different, so this important for my preparation.)
5. Who are the attorneys?

SERVICE PROVIDED	TYPE OF CASE	BILLING RATE	ESTIMATE
Interpretation Farsi/English for the following: <ul style="list-style-type: none">• Court• Live Deposition• Recorded Deposition• Mediation	Interpretation for cases including: <ul style="list-style-type: none">• Criminal• Family• Lawsuits• Personal Injury• Auto Accident• Traffic Violations	Day 1: Flat Rate for 6 hours NOTE: To ensure the quality of interpretation, the deposition cannot exceed 6 hours a day.	\$ 2,000
Travel Expenses		Hotel (~\$200 x 2 nights) Mileage (~225 x 2) x \$0.67 [per IRS 2024] Meals (\$60 x 2 days) Travel Time (3 hours x 2) x \$50	\$ 400 \$ 302 \$ 120 \$ 300
ESTIMATED TOTAL			\$ 3,122









Michael H Almassi - Interpretation Services Agreement - SIGNED (002)

Final Audit Report

2025-02-10

Created:	2025-02-10
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAD3Nhbc0HMbdOUIPltbzcLdKwqSlfh_tX

"Michael H Almassi - Interpretation Services Agreement - SIGNED (002)" History

-  Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-02-10 - 4:49:52 PM GMT- IP address: 173.219.39.210
-  Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
2025-02-10 - 4:50:30 PM GMT
-  Email viewed by Andrea Schiele (aschiele@wilco.org)
2025-02-10 - 4:52:08 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Andrea Schiele (aschiele@wilco.org)
2025-02-10 - 4:52:28 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2025-02-10 - 4:52:29 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2025-02-10 - 4:52:47 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2025-02-10 - 5:02:54 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2025-02-10 - 5:02:54 PM GMT



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Adobe
Acrobat Sign

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.

Michael H. Almassi, Licensed Court Interpreter
Allen, TX United States

Certificate Number:
2025-1267565

Date Filed:
02/10/2025

Date Acknowledged:
02/11/2025

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

368th District Court, 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.

2025-02-10
Michael H. Almassi - Interpretation Services Agreement

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

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:
2025-1267565

Date Filed:
02/10/2025

Date Acknowledged:

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

Michael H. Almassi, Licensed Court Interpreter
Allen, 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.

368th District Court, 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.

2025-02-10

Michael H. Almassi - Interpretation Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tredemeyer, Jennifer	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party.



M. H. Almassi

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**16.****Meeting Date:** 02/25/2025

Approval of Software Services Order Form and SAAS Service Agreement Contract #2025140 for Fire Investigation Case Management Software through Blazestack for Williamson County Fire Marshall

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Software Services Order Form and SAAS Service Agreement Contract #2025140 with Blazestack to provide Fire Investigation Case Management Software for the Williamson County, in the amount of \$5,500.00, and authorize execution of this agreement.

Background

This Services and Purchase Contract #2025140 attached is between Williamson County and Blazestack for Fire Investigation Case Management Software, in the amount of \$5,500.00. Funding Source is 01.0100.0542.004505, Origination ID #305 and the Point of Contact is Ronald Cunningham.

Fiscal Impact

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

Attachments

2025140 Blazestack SAAS Services Agreement
Form 1295 Blazestack

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 06:16 PM
02/20/2025 08:39 AM
Started On: 02/18/2025 11:03 AM



SOFTWARE SERVICES ORDER FORM AND SAAS SERVICES AGREEMENT

This Software Services Order Form and SaaS Services Agreement (this “**Agreement**”) is between Blazestack Inc., (“**Blazestack**”) a Texas corporation with mailing address of 3201 Bee Caves Road, Suite 120 #160266, Austin, Texas 78746, and (“**Customer**”) identified immediately below.


CUSTOMER INFORMATION
Williamson County Fire Marshal's Office 3189 SE Inner Loop, Georgetown, TX 78626, USA

SERVICE, SERVICE LEVEL, USER-SEATS & CASE VOLUME	ANNUAL SERVICE FEES FOR MULTI-YEAR TERM	EFFECTIVE DATE & DUE DATE	TERMINATION DATE
Fire Investigation Case Management Software Platinum Plan User-Seats: 4 Annual Case Volume: 30	\$3,000 for first 12-month contract-period, (5/21/24 to 5/20/25) \$3,150 for second 12-month contract-period, (5/21/25 to 5/20/26) \$3,310 for third 12-month contract-period, (5/21/26 to 5/20/27)	Effective as of date of the last party’s execution below	5/20/27

STANDARD SUPPORT
Blazestack will provide Technical Support to Customer via telephone, electronic mail and online chat Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by calling (866) 303-4344 or any time by emailing support@blazestack.com or initiating an online chat session. Blazestack will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

STANDARD INFORMATION
Service Fee includes implementation, support, ongoing software patches, and 30 GB of case media storage. (Additional case media storage capacity can be added at a cost of \$250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the Blazestack and Customer, and is entered into on the “Effective Date” listed above, between Blazestack and Customer. This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK: 
Name: Patrick Vaskovits
Title: COO
Email: pv@blazestack.com

CUSTOMER:
Name: Bill Gravell Jr.
Title: County Judge
Email:

Reviewed by General Counsel's Office
Jacqueline Lentz
General Counsel, Commissioners Court
Date: Feb 12 2025 Time: 12:11 pm

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
hello@blazestack.com
(866) 303-4344



TERMS OF SERVICE

These Terms of Service is between Blazestack Inc., a Texas corporation (collectively, “Blazestack”), and the entity identified on the applicable Order Form (“Customer”). The Agreement is effective as of the date in the applicable Order Form (“Effective Date”).

1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

“Agreement” means these Terms of Service and the relevant Order Form.

“Annual Case Volume” means maximum number of Cases entered into the system by Customer’s Users per year.

“Case” means one individual incident at a specific location.

“Customer Data” means all electronic data or information that Customer submits to the Service or is submitted on behalf of Customer as well as all Generated Data, as defined in Section 2.2, except to the extent of any data, information, or intellectual property owned by Blazestack or third-party.

“Order Form” means a Blazestack ordering document that references these Terms of Service, whether online or via a separate form.

“Report” means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

“Service” means Blazestack’s proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

“Term” means the period of Customer’s subscription to the Service as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

“Third-Party Products” means any products or services not developed by Blazestack.

“User” means a single, unique authorized individual of the Customer that uses the Service on Customer’s behalf.

“User-Seat” is a license for one User to use the Service.

2. SERVICE AND SUPPORT

2.1. Provision of Service. Blazestack shall provide Customer with access to the Service for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable number of Users in the sole discretion of Blazestack.

2.2. Use of Service. Customer shall use the Service and the data generated by the Service (“Generated Data”) only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Service, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third Party Products with the Service, subject to Customer’s agreement with any applicable terms and conditions for those Third-Party Products.

3. RESPONSIBILITIES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Service in accordance with this Agreement and all applicable laws; and (ii) provide the Service with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. “Uptime” means the availability of the Service, excluding lack of availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) use the Service in accordance with this Agreement and applicable laws; (ii) cooperate with Blazestack so that Blazestack can provide the Service; (iii) ensure

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Users to comply with this Agreement; (iv) prevent unauthorized access or use of the Service and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) create Reports in accordance with industry standards; (vii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports and; (viii) facilitate Users' access to *.blazestack.com domains and ability to receive emails from *@blazestack.com email addresses, and calibrate any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning and delivery of the Service. Furthermore, the Customer is responsible for the results of the use of the Service, including any and all Reports, and hereby acknowledges to the Blazestack that (a) Customer is solely responsible for any such use of Report and (b) the Blazestack is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Service and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Service except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Service available; (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Service; (v) modify or create a derivative work of the Service or any portion of the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Service; (vii) access or attempt to access or use the Services for purposes of competitive analysis of the Services or the development, provision, or use of a competing software service or product; or (viii) copy, record, screenshot, or otherwise capture any aspect of the Service in any medium without the prior written consent of Blazestack.

4. FEES

4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days' notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

4.4. Overdue Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee. 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. on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Service until all Fees are paid.

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
hello@blazestack.com
(866) 303-4344



5. CONFIDENTIALITY

5.1. Definition. “Confidential Information” means oral, electronic, or written information disclosed by a party, whether designated confidential or not, or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Service, as well as Feedback. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the “Recipient”); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the “Discloser”); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser’s Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser’s Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser’s Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser’s Confidential Information, then (to the extent permitted under law) the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

5.4. Public Information. Blazestack 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.

6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Service), non-transferable (except as described in Section 11.5 (Assignment) right to access and use the Customer Data to provide the Service to Customer and to monitor and improve the Service. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Service after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, “De-Identified Data”). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. “Aggregated Data” means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer’s identity.

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. “Feedback” means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Service or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
hello@blazestack.com
(866) 303-4344



the Service, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement.

7. TERM AND TERMINATION

7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. "Termination Date" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. DELETED INTENTIONALLY

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

7.4. Non-Appropriation and Fiscal Funding. This agreement is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this agreement at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Company written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the agreement and shall be without penalty or further obligation to the County, except that any unpaid

balance for services already rendered under this agreement prior to the new fiscal year shall remain due and payable by the County

8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Service during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Service will meet all of Customer's requirements, that the operation of the Service will be uninterrupted or error free, that all defects in the Service will be corrected, or that the Service will be available in all languages or all countries.

THE SERVICE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

8.3 Indemnification. To the extent authorized under Texas Law, Customer shall indemnify, defend, and hold harmless the Blazestack and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to

Blazestack Inc.
3201 Bee Caves Road,
Suite 120 #160266,
Austin, Texas 78746
hello@blazestack.com
(866) 303-4344



or arising out of or resulting from: (i) Customer's (or its User's) breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer's Data, or (v) any acts or omissions of Customer (or its Users).

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR CUSTOMER'S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. U.S. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations ("U.S. Government Customers"). The Service is a "commercial item" (as defined in 48 C.F.R. 2.101) and involves the use of "commercial computer software" and "commercial computer software documentation" (as used in 48 C.F.R. 12.212). All

U.S. Government Customers acquire subscriptions to the Service only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place in Georgetown, Texas, or through virtual/online mediation if agreed upon by both parties. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial. The laws of the State of Texas govern this Agreement excluding that State's choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Williamson County, Texas.

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to notice@blazestack.com. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. Blazestack shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable

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efforts to mitigate the effect of a Force Majeure Event.

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form, Statement of Work, Exhibit, and this Agreement, the order of precedence shall be: (i) Order Form, (ii) Statement of Work, (iii) an Exhibit, and (iv) this Agreement.

11.10 Entire Agreement; Amendment. This Agreement, including the Software Services Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, addendum, rider, check, or other

business form that Customer may use in connection with the acquisition or licensing of the Service or Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Service

- Google Chrome™: Version 97 to most Current
- Microsoft® Edge®: Version 96 to most Current
- Mozilla® Firefox®: Version 96 to most Current
- Apple® Safari®: Version 15 to most Current

11.14. 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 Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

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

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.

2025140
Fire Investigation Case Management Software

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1270700

Date Filed:
02/18/2025

Date Acknowledged:

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Elmore, Randall	Cedar Park, TX United States	X	
	Vlaskovits, AP	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Alexander Patrick vlaskovits, and my date of birth is [REDACTED]

My address is [REDACTED], [REDACTED], [REDACTED], [REDACTED] 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 TX, on the 2/18/2025 day of [REDACTED], 20 [REDACTED].
(month) (year)

DocuSigned by:
Patrick Vlaskovits
7825D74B845F4FA...

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V4.1.0.5dd2ace2

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.

Blazestack Inc.
Austin, TX United States

Certificate Number:
2025-1270700

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02/18/2025

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

Williamson County Fire Marshal's Office

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.

2025140
Fire Investigation Case Management Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Elmore, Randall	Cedar Park, TX United States	X	
	Vlaskovits, AP	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**17.****Meeting Date:** 02/25/2025

Approval of Service Agreement for Spay and Neuter Services from Animal Balance for the Williamson County Regional 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 approving Service Agreement #202602 between Williamson County and Animal Balance for spay/neuter surgery, at the to-not-exceed amount of \$35,000.00, exempting this service as a Professional Service as per Texas Local Government Code Discretionary Exemption (TLCG 262.024 (a)(4) a personal or professional service), and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit the Williamson County Regional Animal Shelter by spaying and neutering pets to help keep the population down. Animal Balance will provide an experienced high-volume, high standard veterinary medical team consisting of a minimum of two (2) veterinarians licensed in the State of Texas, one (1) clinic coordinator and two (2) to four (4) technicians. They will be providing spay/neuter surgeries for public and shelter animals. The total cost for 200 surgeries is \$35,000, additional surgeries above the 200 agreed upon should be charged at \$100 per surgery. The term of the agreement will be three (3) months starting February 2025 through May 2025. The funding source is Grant 396P/Services/2.2 in the not to not exceed amount of \$35,000.00. Orig #1752. General Council and Contract Audit has reviewed and approved the agreement. The department point of contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Animal Balance Agreement Redacted
1295 Form Redacted

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/20/2025 09:07 AM

02/20/2025 09:16 AM

Started On: 02/05/2025 01:23 PM

MASTER SERVICES AGREEMENT

MEMORANDUM OF

UNDERSTANDING

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is made effective as of this 13th day of January, 2025 (the “**Effective Date**”), by and between Animal Balance (Tax ID # 68-0630714) (“**Contractor**”); and (ii) Williamson County Regional Animal Shelter (“**Partner**”)

Partner Tax ID: _____. Contractor and Partner are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND:

WHEREAS, Partner owns and operates a municipal government (*type of*) organization in Georgetown (*city*), Texas;*(state)*.

WHEREAS, Contractor owns and operates a *non-profit organization* registered in *San Francisco, California*; and

WHEREAS, Partner desires to engage Contractor to provide an experienced high-volume, high standard veterinary medical team for spay/neuter surgeries and Contractor is ready, willing, and able to provide those services for the benefit of Partner and its business, each in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the Parties, intending to become legally bound, hereby agree as follows:

AGREEMENT:

1. **INDEPENDENT CONTRACTOR STATUS.** It is the Parties’ intent that each of them, at all times, and with respect to all matters hereunder, function as and remain an independent contractor, and not an employee or officer of the other Party. No Party shall represent to third parties that it is an employee or officer of the Party.

2. **SERVICES AND DUTIES.** Contractor shall vaccinate and surgically sterilize cats and dogs, rendering them permanently sterile so they cannot reproduce and to help reduce the spread of disease. Additional details on the Contractor services and duties are located in the attached Schedule A (collectively the “**Services**”).

3. **COMPENSATION**

(a) **Service Fees.** As consideration for performing the Services, Partner shall pay to Contractor “Service Fees” at the rates set forth in **Schedule B** hereto. Partner acknowledges and agrees that Partner's obligations hereunder to remit all Service Fees payable hereunder shall be absolute and unconditional under any and all circumstances, and shall be paid by the Partner to Contractor without notice or demand by Contractor and without any abatement, reduction, diminution, setoff, defense, counterclaim or recoupment whatsoever.

4. **RESTRICTIVE COVENANTS.** Partner covenants as follows:

(a) **Non-Disparagement.** Partner agrees that it will not, during the Term or afterwards, either directly or

indirectly, disparage Contractor or any of its affiliates, owners, directors, managers, officers, employees, agents, or invitees or any of their family or friends.

5. CONFIDENTIAL INFORMATION.

(a) **Confidential Information – In General.** Each Party acknowledges that the other Party and its affiliates have trade, business and financial secrets and other confidential and proprietary information (collectively, the “**Confidential Information**”) and that during the term of this Agreement, it may receive or contribute to the Confidential Information. For purposes of this Agreement, Confidential Information shall include, with respect to the Parties (i) each Party's technology, processes, methodologies, business practices and technical information; (ii) information, lists and databases regarding the Parties, their customers, assets, suppliers, or their marketing plans, business plans, financial status, agreements, patents or trade secrets and (iii) any and all other information, documents, items or materials deemed by either Party, in its sole and exclusive discretion, as confidential or that should reasonably be understood by the other Party to be confidential at the time of such disclosure. Confidential Information includes technical information, processes and compilations of information, records, specifications and information concerning assets, and information regarding methods of doing business.

(b) **Release of Confidential Information.** During and following the Term, each Party agrees (i) to hold Confidential Information in confidence and (ii) not to release any Confidential Information to any person, except that Contractor shall be allowed to disclose Partner Confidential Information to its contractors and/or employees as needed to complete the Services. Each Party agrees to use reasonable efforts to give the other Party notice of any and all attempts to compel disclosure of any Confidential Information, in such a manner so as to provide such Party with written notice at least five (5) days before disclosure or within one (1) business day after a Party is informed that such disclosure is being or shall be compelled, whichever is earlier. Such written notice shall include a description of the information to be disclosed, the court, government agency, or other forum through which the disclosure is sought, and the date by which the information is to be disclosed, and shall contain a copy of the subpoena, order or other process used to compel disclosure.

a.

(c) **Return of Confidential Information.** Upon a Party's written request, the other Party will deliver to such Party all of its property and all Confidential Information in tangible form or in the non-requesting Party's possession or control. Any retention by a Party of Confidential Information following the termination of this Agreement or upon such written request from the other Party shall constitute a breach of this Agreement.

6. TERM & TERMINATION.

(a) **Term.** This Agreement will commence on the Effective Date and will continue until completion of the Services for the agreed upon clinic dates (the “**Term**”).

Clinic date(s):

2025: February 28- March 2, May 16-18

_ Address where clinic(s) will be held:

1855 SE Inner Loop, Georgetown, TX 78626

(b) **Termination.** Partner may terminate this Agreement at any time for any reason by providing no less than 21-days written notice in advance of a Clinic next-scheduled under the SOW. If Partner terminates this Agreement less than 21 days in advance of that next-scheduled Clinic, Contractor may deem the deposit paid for the next-scheduled Clinic forfeited and nonrefundable, in Contractor's sole discretion.

-Contractor may terminate this Agreement prior to any Services being provided by providing a 21-days written notice to the Partner, and shall refund any deposit previously paid by Partner if terminated prior to the Services, or any part of the Services, being provided.

-Upon proper termination by either Party, the Contractor shall be allowed to invoice and receive any payments paid for completed clinics or Services.

(c) Termination – Following Initial Term. A non-breaching Party may also terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured after thirty (30) days following written notice from the non-breaching Party to the breaching party thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice and cure period, without further notice or action by the non-breaching Party. Following termination, the breaching Party shall no longer have any rights under otherwise pursuant to this Agreement. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

7. PARTNER OBLIGATIONS.

(a) Partner shall provide a temperature-controlled location for the clinic for the dates agreed upon by the Parties. The location must meet the specifications for the clinic setup as set forth by AVMA guidelines and state laws, to include access to running water, team bathrooms, proper lighting, etc. The Partner shall also ensure that all permits are current and in place prior to the agreed upon clinic start dates. The Partner shall ensure that Contractor and other third parties are provided with any necessary rules, regulations, contracts, or other documents pertaining to the use of the clinic space. The Partner shall ensure that Contractor has access to the clinic space building between the hours of 7:00 AM- 7:00 PM each day of the scheduled clinic dates, as well as one (1) full day prior to the clinic start date and one (1) full day after the clinic end date, to allow for clinic set-up and breakdown.

(b) Partner shall recruit the number of local volunteers requested by the Contractor to assist with general (non-medical) clinic duties such as registration, cleaning, animal transport, etc. Partner shall ensure that Partner, Partner's employees and all local volunteers have signed the Contractor's liability waiver, handbook and the hold harmless document prior to assisting with the client.

(c) Partner will provide the premise permit, if one is required in your state.

(d) Partner will provide a Veterinarian who holds a DEA license to purchase controlled substances. If the partner does not have a DEA licensed Veterinarian, the contractor and the partner will work together to determine how controlled substances will be managed. The DEA licensed Veterinarian will be present at the clinic.

(e) The partner will ensure that there are 40 sterile, wrapped and packed surgical packs ready for day one of the clinic, in accordance with AB's SOP. If you do not have your own packs yet, you will work with your AB Program Director to ensure AB brings 40 sterile packs.

(f) Partner shall communicate to the local volunteers that they will not have access to the surgical area and that they must follow the Contractor's instructions and rules. All volunteers under the age of eighteen (18) must be approved by Contractor, and the minor's guardian must be present at all times and must assume all responsibility for the minor volunteer.

(g) Partner shall ensure an adequate setup at the clinic site for curbside patient drop-off and pickup. Partner shall ensure there is adequate parking and traffic control at the clinic site.

(h) Partner shall provide Contractor with any publicity and social media reports for review prior to publishing. Partner shall provide Contractor and all sponsors/funders appropriate credit and acknowledgement of participation in any news or social media publications.

(i) If Partner provides microchips, Contractor shall implant microchips. Partner is responsible for registration of microchips.

(j) Partner will schedule animals using the exact template provided by the Contractor. The weight limit for dogs is 80 lbs. Contractor shall not provide services to cats or dogs under 2 lbs. or eight (8) weeks of age.

(k) Partner understands that Contractor shall not provide Services for dogs with a poor body condition score, at the Contractor's sole discretion, brachycephalic dogs (including but not limited to pugs, French bulldogs, or other dogs with potentially compromised airways) or dogs over 80 lbs.

(l) Partner shall ensure that all medical paperwork is filled out and signed using the name of the animal's legal owner at the time of surgery (ex. animals in foster care are legally owned by the shelter or rescue and therefore the medical paperwork should reflect that).

(m) Partner acknowledges and understands that they are to call the designated after-hours line to talk to a Contractor representative about any postoperative concerns. Partner is responsible for disseminating the emergency care protocol provided by the Contractor to the client. If it is determined that a visit to a veterinarian is necessary, Contractor shall pay

for the initial exam only. Any additional care must be approved by the Contractor in advance. Contractor shall not be responsible for any payments unless they have been pre-approved in writing by Contractor.

(n) Partner shall introduce AB Director/Clinic Coordinator to a local vet/emergency clinic who can see any postoperative complications and adhere to AB's SOPs.

8. BREACH; LIMITATION OF DAMAGES. If a Party breaches any of the Sections of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any damages allowed at law, but shall not be entitled to revoke any consequential, special, exemplary, incidental or punitive damages, whether directly or indirectly incurred, or for any other losses a Party incurs out of or in connection with this Agreement, including without limitation loss of profits, loss of revenues, business interruption or other pecuniary loss, even if a Party has been advised of the possibility of such damages or loss. Notwithstanding the foregoing, each Party will have available the right to obtain from any court of competent jurisdiction an injunction restraining a breach or threatened breach and specific performance of any provision in Section 5 or 6 of this Agreement.

9. ASSIGNMENT. Neither this Agreement nor any right or obligation of any Party hereunder nor interest herein may be assigned or transferred by any Party without the written consent of the other Party.

10. INDEMNIFICATION BY PARTNER: USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, Partner cannot enter into an agreement whereby Partner agrees to indemnify or hold harmless any other party, including but not limited to Contractor.

11. MISCELLANEOUS.

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.

(b) **Entire Agreement.** This Agreement, including any Addendums or Schedules hereto, constitutes the entire agreement of the Parties and supersedes and replaces all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally, via electronic mail or by courier or overnight delivery service, or three (3) days after being deposited in the regular United States mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number presently known to any other Party, or as subsequently modified by written notice.

(d) **Donations.** Any donations received by the Partner or Contractor during the Term of this Agreement and relating to the Services provided hereunder shall be paid to Partner so long as Partner is a registered non-profit. In the event Partner is not a registered non-profit, donations shall be paid to Contractor to be used for spay/neuter services.

(e) **Governing Law/Venue.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to its principles of conflict of laws. If legal action is commenced by any of the Parties with respect to the subject matter hereof, the Parties agree that the jurisdiction and venue of such action shall be in the state or federal court of competent jurisdiction located in Williamson County, Texas.

(f) **Legal Fees; Interest.** If any dispute arises between the Parties with respect to matters covered by this Agreement, the prevailing Party in any such dispute shall be entitled to receive an award of reasonable attorney fees, expert witness fees and out-of-pocket costs incurred in connection with such dispute, in addition to any other relief to which it may be entitled.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such unenforceable provision(s) shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those procedures to the extent necessary to permit the remaining provisions to be enforced.

(h) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(i) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(j) **Compliance with Laws.** The Parties agree to abide by all federal, state or local laws, regulations, ordinances or other legal requirements in connection with the performance of the Services hereunder. In addition, at all times during this Agreement, each Party shall have in effect all licenses, permits and authorizations for all local, state, federal and foreign governmental agencies to the extent the same are necessary to the performance of the Services hereunder. No Party shall not perform any Services under this Agreement for which it does not hold all necessary licenses, permits and authorizations.

(k) **Survival.** Notwithstanding any other provision of this Agreement to the contrary, Sections 5 and 6, and each and every provision which by its terms is intended to survive termination, shall survive the termination of this Agreement and/or the termination of any Party's rights and obligations hereunder.

(l) **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.

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

Schedule A - Services

Contractor shall provide spay/neuter surgeries, and may assist with other animal ailments in their sole discretion. Should the Contractor decide not to treat other ailments, they will refer the animal to a local veterinarian for further care.

Contractor shall provide an experienced high-volume, high standard veterinary medical team consisting of a minimum of two (2) veterinarians licensed in the State of Texas, one (1) clinic coordinator and two (2) to four (4) technicians, whose skill level matches customary veterinary clinic expectations.

Contractor shall work with Partner to obtain the veterinary medical supplies necessary for the target number of surgeries.

Contractor shall coordinate with the Partner to ensure that all necessary equipment is provided to safely allow Contractor to provide the Services. Contractor shall also coordinate with the Partner to organize and orchestrate the sterilization clinic so that it is efficient and safe for all humans and animals.

Contractor shall provide accurate medical records for each patient.

Contractor shall provide the Medical, Volunteer and Clinic Flow SOPs and Contractor handbook as requested in writing.

Contractor shall provide Partner with liability release waivers for any volunteers that might be assisting the Contractor and Partner.

Contractor shall be flexible and respectful as changes may occur in the situation and shall work with the Partner to solve situations as they arise and to re-evaluate strategies as needed.

No filming is allowed within the clinic. Contractor shall provide Partner with Contractor's publicity and social media guidelines, and shall provide Partner with any publicity or social media posts for review prior to publishing.

The Partner and Contractor may mutually agree if an animal needs to be euthanized per Contractor's euthanasia policy.

Schedule B - Fees

Service Fees shall be calculated as follows:

The total cost for 200 surgeries is \$35,000 .

Additional surgeries above the 200 agreed upon shall be charged at \$ 100 per surgery. Contractor shall provide a final invoice within five (5) business days of the clinic end date, which will include charges for any additional surgeries provided over the agreed upon amount.

The final invoice amount is owed within 10 business days of the invoice date via electronic transfer. interest.

If a partner does not pay Animal Balance for 2 consecutive clinics. Animal Balance will postpone further clinics, until payment for both outstanding invoices has been received. Any consecutive clinics will be subject to prepayment.


Alternative methods must be approved in advance of the receipt of the invoice. See bank details below:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

Animal Balance
a California nonprofit
public benefit corporation

By: 

Emma Clifford, Founder
and Director

DATE:

1.13.2025

PARTNER:

Williamson County
Regional Animal Shelter

By: _____
Williamson County Judge,
Bill Gravell

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.

Animal Balance
Georgetown, TX United States

Certificate Number:
2025-1256612

Date Filed:
01/13/2025

Date Acknowledged:
01/14/2025

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.

202602
spay/neuter surgeries Agreement

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.

Animal Balance
Georgetown, TX United States

Certificate Number:
2025-1256612

Date Filed:
01/13/2025

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.

202602
spay/neuter surgeries Agreement

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.



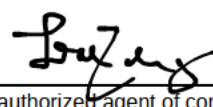
6 UNSWORN DECLARATION

My name is Isabelle Zachary, and my date of birth is .

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

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

Executed in Bastrop County, State of Texas, on the 13th day of January, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**18.****Meeting Date:** 02/25/2025

Authorize Issuing Advertisement for RFP #25RFP31 for Countywide As-Needed Temporary Labor Service for Williamson County

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Williamson County Temporary As Needed Labor Services, under RFP #25RFP31.

Background

Williamson County is seeking solicitations from qualified vendors to provide temporary labor services as needed countywide. The expenditure will be charged to multiple departments countywide as needed as per the FY25 budget. Origination #2132. Department contact is Joy Simonton.

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: Barbi Hageman

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:57 PM

02/19/2025 04:23 PM

Started On: 02/18/2025 03:05 PM

Commissioners Court - Regular Session**19.****Meeting Date:** 02/25/2025

Approval of Purchase of Bulk Order of Computers from Dell Technologies for Countrywide Departments for Information Services

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase #2025139 for the second (2) bulk order for FY25 for budgeted computers and equipment between Dell Technologies, Inc. and Williamson County in the amount of \$85,313.86, pursuant to the DIR contract #DIR-TSO-3763.

Background

This purchase of computers and equipment will benefit Williamson County with bulk order discounts. There are multiple funding sources (see attached) used for this purchase from various departments as approved in the FY25 budget. Dell Technologies is publicly traded, therefore a 1295 is not required. Contract Audit and General Council have approved the purchase. Origination # 2087. The department point of contact is Richard Semple.

Fiscal Impact

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

Attachments

Quote

Funding

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 11:31 AM

02/19/2025 11:41 AM

Started On: 02/11/2025 11:32 AM



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 08, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name: Dell Bulk Order #2
Quote No. [REDACTED]
Total \$85,313.86
Customer # [REDACTED]
Quoted On Feb. 06, 2025
Expires by Mar. 08, 2025
Contract Name Texas Department of
Information Resources (TX
DIR)
Contract Code C000000006841
Customer Agreement # TX DIR-TSO-3763
Deal ID [REDACTED]

Sales Rep Gilbert Marquez
Phone 1(800) 456-3355, 6179191
Email Gilbert_Marquez@Dell.com
Billing To TAMMY MCCULLEY
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Gilbert Marquez

Shipping Group

Shipping To

RECV DEPT
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
INFO TECHNOLOGY SRVS
GEORGETOWN, TX 78626-8207
(512) 943-1450

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3591	\$1,856.00	3	\$5,568.00
Dell Latitude 5350	\$1,350.00	4	\$5,400.00
OptiPlex Small Form Factor (Plus 7020)	\$918.45	6	\$5,510.70
Mobile Precision 3591	\$1,415.42	38	\$53,785.96

Dell Slim Conferencing Soundbar – SB522A	\$46.37	6	\$278.22
Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W	\$57.37	4	\$229.48
Dell Pro Wireless Keyboard & Mouse - KM5221W	\$33.74	20	\$674.80
Dell Wired Keyboard and Mouse - KM300C	\$26.99	2	\$53.98
Dell 27 Monitor - P2725H	\$155.00	38	\$5,890.00
Dell 34 Curved Video Conferencing Monitor - P3424WEB	\$518.69	6	\$3,112.14
Dell Thunderbolt 4 Dock- WD22TB4	\$196.87	15	\$2,953.05
Dell 24 Monitor - P2425H	\$131.81	13	\$1,713.53
Dell 90W USB-C AC Adapter	\$45.00	2	\$90.00
Dell 130W USB-C AC Adapter	\$54.00	1	\$54.00

Subtotal:	\$85,313.86
Shipping:	\$0.00
Non-Taxable Amount:	\$85,313.86
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:

\$85,313.86

Accelerate the power of AI for your data

Take the first step in achieving Generative AI success

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Shipping Group Details

Shipping To	Shipping Method
RECV DEPT WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 INFO TECHNOLOGY SRVS GEORGETOWN, TX 78626-8207 (512) 943-1450	Standard Delivery

	Unit Price	Quantity	Subtotal
Mobile Precision 3591	\$1,856.00	3	\$5,568.00
Estimated delivery if purchased today: Feb. 20, 2025 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	3	-
Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W)	379-BFQW	-	3	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	3	-
Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 500 Ada 4GB GDDR6	329-BKFY	-	3	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	3	-
NVIDIA RTX 500 Ada Generation, 4 GB GDDR6	490-BKBY	-	3	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN	391-BJCT	-	3	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	3	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BBYG	-	3	-
1TB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BRPX	-	3	-
No Additional Hard Drive	401-AAGM	-	3	-
NO RAID	817-BBBN	-	3	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	3	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	3	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	3	-
4 Cell, 64Whr, Long Lifecycle Battery, 3-year warranty	451-BDDM	-	3	-
4 Cell Battery Cable	451-BDDN	-	3	-
130W Type C Power Adapter	492-BDGH	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Windows AutoPilot	634-BRWG	-	3	-
E5 Power Cord 1M for US	537-BBDK	-	3	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	3	-

Intel AX211 WLAN Driver	555-BKSB	-	3	-
Packaging for 130W Adapter	340-DQNC	-	3	-
Custom Configuration	817-BBBB	-	3	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	3	-
Dell Additional Software	658-BFPP	-	3	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	3	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	3	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	3	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	3	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	3	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	3	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	3	-
BTO Standard Shipment (M)	800-BBGS	-	3	-
		Unit Price	Quantity	Subtotal
		\$1,350.00	4	\$5,400.00

Dell Latitude 5350

Estimated delivery if purchased today:

Feb. 21, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5350 XCTO Base	210-BLST	-	4	-
Intel Core Ultra 5 135U vPro (12 MB cache, 12 cores, 14 threads, up to 4.4 GHz Turbo)	379-BFPC	-	4	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	4	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	4	-
Integrated Intel graphics for Intel Core Ultra 5 135U vPro processor, 16 GB LPDDR5x memory	338-CNQN	-	4	-
Intel vPro Enterprise Technology Enabled	631-BBSV	-	4	-
16 GB: LPDDR5x, 6400 MT/s (4800 MT/s with 13th Gen Intel Core processors), dual-channel (onboard)	370-BBVG	-	4	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	4	-
2-in-1, 13.3", FHD 1920x1080, 60Hz, IPS, Touch, AR+AS, 300 nit, 72% NTSC, GG DXC, Pen Support, FHD+IR/IP Cam, 4G	391-BHYW	-	4	-
English US backlit AI hotkey keyboard, 79-key	583-BLLZ	-	4	-
Intel AX211 WLAN Driver	555-BKQX	-	4	-
Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BKLQ	-	4	-
3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDGX	-	4	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	4	-
Fingerprint Reader, Smart Card Reader, Control Vault 3+	346-BKNL	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Latitude 5350 2-in-1 Quick Start Guide	340-DMQJ	-	4	-

SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
ENERGY STAR Qualified	387-BBPC	-	4	-
Dell Additional Software	658-BFQB	-	4	-
DAO Mix Model 65W Adpt MTL 2N1 AX211	340-DMXZ	-	4	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	4	-
Windows AutoPilot	634-BRWG	-	4	-
FHD HDR IR Camera with Facial Recognition + Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKJ	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	4	-
Intel(R) Rapid Storage Technology Driver	409-BCXW	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Dell Limited Hardware Warranty	997-8317	-	4	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	4	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	4	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	4	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	4	-

Unit Price	Quantity	Subtotal
\$918.45	6	\$5,510.70

OptiPlex Small Form Factor (Plus 7020)

Estimated delivery if purchased today:

Feb. 13, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020 XCTO	210-BKWN	-	6	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	6	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	6	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	6	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	6	-
M.2 2230 1TB PCIe NVMe SSD Class 35	400-BQRX	-	6	-
1st M.2 2280 SSD Screw	773-BBBC	-	6	-
M.2 22x30 Thermal Pad	412-AAQT	-	6	-
NO RAID	817-BBBN	-	6	-
Intel Integrated Graphics	490-BBFG	-	6	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	6	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	6	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-ABFH	-	6	-
DVD+/-RW Bezel	325-BDSH	-	6	-
CyberLink Media Essentials for Windows	430-XYIX	-	6	-
No Media Card Reader	379-BBHM	-	6	-

No Wireless LAN Card	555-BKHY	-	6	-
No Additional Video Ports	492-BCKH	-	6	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	6	-
Mouse included with Keyboard	570-AADI	-	6	-
No Cover Selected	325-BCZQ	-	6	-
Dell Additional Software	634-CHFP	-	6	-
ENERGY STAR Qualified	387-BBLW	-	6	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	6	-
Watch Dog SRV	379-BFMR	-	6	-
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	6	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	6	-
Shipping Material	340-CQYR	-	6	-
Shipping Label	389-BBUU	-	6	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	6	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	6	-
Intel Core i5 Processor Label	340-CUEW	-	6	-
Desktop BTO Standard shipment	800-BBIO	-	6	-
No Additional Add In Cards	382-BBHX	-	6	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	6	-
Custom Configuration	817-BBBB	-	6	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	6	-
Windows AutoPilot	634-BRWG	-	6	-
Internal Speaker	520-AARD	-	6	-
No vPro® support	631-BBQQ	-	6	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	6	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	6	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	6	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	6	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	6	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	6	-

Unit Price	Quantity	Subtotal
\$1,415.42	38	\$53,785.96

Mobile Precision 3591

Estimated delivery if purchased today:

Feb. 20, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3591	210-BLNG	-	38	-
Intel Core Ultra 5 135H vPro Enterprise (18 MB cache, 14 cores, 18 threads, up to 4.6 GHz, 45W)	379-BFQV	-	38	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	38	-

Intel Core Ultra 5 135H Processor with vPro and Intel Integrated Graphics	329-BKFJ	-	38	-
Intel vPro Enterprise Technology Enabled	631-BBXG	-	38	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	38	-
Intel Graphics or Intel Arc Pro Graphics	490-BKBZ	-	38	-
15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, Mic, WLAN, 4G WWAN	391-BJCT	-	38	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	38	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s, non-ECC	370-BBYM	-	38	-
512GB, M.2 2280, Gen4 PCIe NVMe, SSD, Class 40	400-BQYM	-	38	-
No Additional Hard Drive	401-AAGM	-	38	-
NO RAID	817-BBBN	-	38	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	38	-
Single Pointing, Smart Card Reader, Finger Print Reader, CV3+	346-BKTP	-	38	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BKND	-	38	-
6 Cell Battery Cable	451-BDDJ	-	38	-
6 Cell, 97WHr, Standard Battery	451-BDDL	-	38	-
130W Type C Power Adapter	492-BDGH	-	38	-
ENERGY STAR Qualified	387-BBLW	-	38	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	38	-
Windows AutoPilot	634-BRWG	-	38	-
E5 Power Cord 1M for US	537-BBDK	-	38	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	38	-
Intel AX211 WLAN Driver	555-BKSB	-	38	-
Packaging for 130W Adapter	340-DQNC	-	38	-
Custom Configuration	817-BBBB	-	38	-
Intel Core Ultra vPro Enterprise Label	340-DMQM	-	38	-
Dell Additional Software	658-BFPP	-	38	-
Quick Setup Guide for Mobile Precision 3591	340-DQRD	-	38	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	38	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	38	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	38	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	38	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	38	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	38	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	38	-
Intel(R) Rapid Storage Technology Driver	409-BCXX	-	38	-
BTO Standard Shipment (M)	800-BBGS	-	38	-
		Unit Price	Quantity	Subtotal

\$46.37	6	\$278.22
---------	---	----------

Customer Agreement # TX DIR-TSO-3763

Dell Premier Multi-Device Wireless Keyboard & Mouse - KM7321W

Customer Agreement # TX DIR-TSO-3763

Dell Pro Wireless Keyboard & Mouse - KM5221W

Customer Agreement # TX DIR-TSO-3763

Dell Wired Keyboard and Mouse - KM300C

Customer Agreement # TX DIR-TSO-3763

Customer Agreement# TX DIR-130-3703

Dell Wired Keyboard and Mouse - KM300C

\$155.00	38	\$5,890.00
----------	----	------------

Customer Agreement # TX DIR-TSO-3763

Customer Agreement # 1.

Dell 27 Monitor - P2725H

— ON LIVING WITH THE FLOODING, 1992

Advanced Exchange Service, 3 Years

\$518.69	6	\$3,112.14
----------	---	------------

Customer Agreement # TX DIR-TSO-3763

Customer Agreement # TX DIR-130-5765

Description

Description

Dell 34 Curved Video Conferencing M

Don't Carve Vase Commemorating W

Advanced Exchange Service 3 Years

Ball Limited Hardware Merchant

\$196.87	15	\$2,953.05
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Customer Agreement # TX DIR-TSO-3763

Dell 24 Monitor - P2425H

Customer Agreement # TX DIR-TSO-3763

Dell 90W USB-C AC Adapter

Customer Agreement # TX DIR-TSO-3763

Dell 130W USB-C AC Adapter

Customer Agreement # TX DIR-TSO-3763

Description

Subtotal:	\$85,313.86
Shipping:	\$0.00
Estimated Tax:	\$0.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

CSCD - Melissa Ramos

	Dept												
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes				
572	CSCD	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	20	\$ 17.00	\$ 340.00					
								\$ 340.00	01-0100-0572-003010				

FAC - Gina Wrehsnig

	Dept										
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes		
509	FAC	Other	Dell	Case	EcoLoop Essential Briefcase 14-16	7	\$ 17.00	\$ 119.00			
								\$ 119.00	01-0100-0509-003010		

		cases	
TOTAL	only	\$	459.00

FY25 - Bulk Order #2									
395- Kayla Marrou									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
439	395	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	\$1,856.00	\$ 1,856.00	
439	395	Dock	Dell	Dock	Thunderbolt - WD22TB4	1	\$ 196.87	\$ 196.87	
439	395	Other	Dell	Wireless K/M	KM5221	1	\$ 33.74	\$ 33.74	
								\$ 2,086.61	01-0100-0439-003010
CC - Brad Weems									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
385	CC	Monitor	Dell	27" Monitor	P2725H	2	\$ 155.00	\$ 310.00	
385	CC	Dock	Dell	Dock	Thunderbolt - WD22TB4	1	\$ 196.87	\$ 196.87	
								\$ 506.87	01-0385-0385-003010
CON1 - Patrick Youngren									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
551	CON1	Other	Dell	Wireless K/M	KM7321	4	\$ 57.37	\$ 229.48	
								\$ 229.48	01-0100-0551-003010
CSCD - Melissa Ramos									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
572	CSCD	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	20	\$1,415.42	\$ 28,308.40	
								\$ 28,308.40	01-0100-0572-003010
ELEC - William Grato									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
492	ELEC	Laptop	Dell	13" Standard Laptop	Latitude 5350 2n1 - i5-16GB-512SSD-touch - 13" 2n1	3	\$1,350.00	\$ 4,050.00	
492	ELEC	Monitor	Dell	27" Monitor	P2725H	28	\$ 155.00	\$ 4,340.00	
492	ELEC	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	4	\$ 518.69	\$ 2,074.76	
492	ELEC	Dock	Dell	Dock	Thunderbolt - WD22TB4	3	\$ 196.87	\$ 590.61	
492	ELEC	Other	Dell	Soundbar w/ Mic	SB522A	5	\$ 46.37	\$ 231.85	
492	ELEC	Other	Dell	Wireless K/M	KM5221	4	\$ 33.74	\$ 134.96	
								\$ 11,422.18	01-0100-0492-003010
FAC - Gina Wrehsnig									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
509	FAC	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	7	\$1,415.42	\$ 9,907.94	
509	FAC	Monitor	Dell	24" Monitor	P2425H	3	\$ 131.81	\$ 395.43	
509	FAC	Dock	Dell	Dock	Thunderbolt - WD22TB4	3	\$ 196.87	\$ 590.61	
509	FAC	Other	Dell	Wireless K/M	KM5221	10	\$ 33.74	\$ 337.40	
509	FAC	Other	Dell	90W USB-C Adapter		2	\$ 45.00	\$ 90.00	
509	FAC	Other	Dell	130W USB-C Adapter		1	\$ 54.00	\$ 54.00	
								\$ 11,375.38	01-0100-0509-003010
ITS - Holly Shell									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
503	ITS	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	1	\$1,415.42	\$ 1,415.42	
503	ITS	Laptop	Dell	CAD/GIS Laptop	Mobile Precision 3591- i7-32GB-1TB - 15" GIS/CAD	1	\$1,856.00	\$ 1,856.00	
503	ITS	Dock	Dell	Dock	Thunderbolt - WD22TB4	2	\$ 196.87	\$ 393.74	
503	ITS	Monitor	Dell	34" Curved Monitor w/ Soundbar	P3424WEB	2	\$ 518.69	\$ 1,037.38	
								\$ 4,702.54	01-0100-0503-003010
ITS-PSTP - Janessa Stephens/Holly Shell									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
523	ITS-PSTP	Laptop	Dell	15" Standard Laptop	Mobile Precision 3591- i5-16GB-512SSD - 15" Standard	5	\$1,415.42	\$ 7,077.10	
523	ITS-PSTP	Monitor	Dell	24" Monitor	P2425H	10	\$ 131.81	\$ 1,318.10	
523	ITS-PSTP	Dock	Dell	Dock	Thunderbolt - WD22TB4	5	\$ 196.87	\$ 984.35	
523	ITS-PSTP	Other	Dell	Wireless K/M	KM5221	5	\$ 33.74	\$ 168.70	
								\$ 9,548.25	P604, 2022 CIP, 4.2

[illegible]

Commissioners Court - Regular Session**20.****Meeting Date:** 02/25/2025

Approval of Purchase and Service Amendment of CivilServe Annual Support and Maintenance from Tyler Technologies, Inc. for Information Systems

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Purchase and Service Amendment #2025141 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of \$57,522.73, pursuant to Sourcwell contract #Sourcwell 060624-TTI.

Background

This Purchase and Service Amendment is for the recurring annual maintenance and support for the CivilServe/SoftCode application used by Williamson County's Constable's offices for case management for the period of 02/05/2025-02/04/2026. The Amendment updates the Agreement to the new Sourcwell Contract ID 060624-TTI. Funding Source is 01.0100.0503.004505 as per FY25 budget. Contract Audit and General Council have approved. Origination #1994. The department point of contact is DeAnna Saucedo. Tyler Technologies, Inc. is a publicly-traded company. Therefore, no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Original Agreement
Amendment
Quote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 12:55 PM
02/19/2025 03:10 PM
Started On: 02/14/2025 10:11 AM



LICENSE AND SERVICES AGREEMENT

SourceWell Contract ID 110515-TTI
Williamson County Member ID 9076

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Williamson County, TX.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual, and will become irrevocable upon payment in full, but we may suspend those rights if you do not comply with the terms of this Agreement, and you do not correct that non-compliance within fifteen (15) days of our notice of that non-compliance or such other commercially reasonable timeframe to which we may agree.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary.

Those amounts are payable in accordance with our Invoicing and Payment Policy.

2.1 Credit Towards License Fees. A one-time credit in the amount of (\$62,500) shall be applied toward the License Fees contemplated as of the Effective Date, as further detailed in the Investment Summary.

2.2 Discontinuation of Certain Maintenance and Support Services under Prior Agreement. The parties acknowledge and agree that in exchange for the one-time credit set forth in Section B(2.1) above, the Client shall no longer receive maintenance and support services on Tyler's Odyssey Law Enforcement software currently licensed to Client under that certain End User License Agreement and Professional Services Agreement dated September 14, 2011 (the "*Prior Agreement*").

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with

cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products. You agree that it is your responsibility to ensure that you have satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to

be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and

information in defending the claim at our expense.

- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed

addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, prior to either party seeking legal action, we will proceed to non-binding mediation before a single mediator jointly selected by us. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Either

you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential

information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party.

If you receive a disclosure request under the open records laws or similar public disclosure laws governing this Agreement, or a subpoena or legal discovery request, that includes a request or order to produce our confidential information, you agree to give us prompt notice thereof. We reserve the right to protect our confidential information to the maximum extent permissible under applicable law, including but not limited to the filing of a request for a protective order.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law. Without limiting the terms of the Dispute Resolution provision set forth in Section I(3), we agree that the state and federal courts in or serving Williamson County, Texas shall have jurisdiction, as appropriate, over a dispute under this Agreement.
20. **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 Client receives the goods under the Agreement; (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 licensee 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 licensee'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.
21. **Right to Audit.** Tyler agrees that Client 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 any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits; provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that Client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed by the parties in writing pursuant to the terms of this Agreement.

22. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
24. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule [1]: County and State Specific Maintenance and Support Services |
| | Schedule [2]: Support Call Process |

[Signature page follows]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Williamson County, TX

By: [Signature]
Name: Sherry Clark
Title: Sr. Corp Attorney
Date: 1/29/2019

By: _____
Name: _____
Title: _____
Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Williamson County, TX



Exhibit A Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software & Services		Maintenance & Support	
Software Licenses	License Fees	Initial Year	2nd Year
Licensed Software			
CivilServe (Includes):	\$220,935	\$23,198	\$46,396
CivilView (Attorney Portal)			
SalesWeb (Sheriff's Sales Portal)			
CivilMobile Server			
LE CIVIL TRADE IN CREDIT	-\$62,500		
License Fee Subtotal:	\$158,435		
Professional Services	Total Fee		
Fixed Fee Services			
Project Management (hours)	\$19,584		
Data Conversion	\$50,000		
Personalization & Report Customization (hours)	\$10,920		
Site Visit (hours)	\$1,632		
Business Analysis & Process Planning (hours)	\$13,056		
Configuration & Deployment (hours)	\$2,912		
Training (days)	\$22,500		
Odyssey Integration	\$7,280		
Services Subtotal:	\$127,884	\$23,198	\$46,396
Embedded Third Party Software			
None			
Total License Fees \$ 158,435 Professional Services \$ 127,884 Estimated Travel Expenses \$ 6,625 Total Contract Price \$ 292,944		Maintenance & Support Fees: \$46,396	



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **Tyler Software.**

1.1 *License Fees:* License fees are invoiced upon the day we make the Tyler Software available for you to download.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for six months from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. **Professional Services.** Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Tyler Software in live production	10%

3. **Third Party Products.**

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. **Expenses.** The travel expenses for the scope of services quoted shall not exceed \$6,625. Travel expenses for any additional scope will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. To the extent we are invoicing you for travel expenses, copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests.



Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are

governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term, unless the parties mutually agree to some other notice period. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and



enhancements) along with the appropriate documentation that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. **Client Responsibilities.** When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

- 4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. **Hardware and Other Systems.** If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule [1]

County and State Specific Maintenance and Support Services

Our county and state customers receive, as part of the annual maintenance and support services, the following additional services:

1. If Odyssey is included as part of the Tyler Software, then a license to the Enterprise Custom Reporting functionality made available therein and maintenance of that functionality.
2. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonable efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.
3. For county customers, and statewide customers with annual maintenance and support fees of \$1 million or greater, we also make available legislative change support.
 - 3.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.
 - 3.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
 - 3.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term. For statewide customers with maintenance and support fees over \$1 million, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post release data migration, and testing services, at our then-current hourly rates, equal to five percent (5%) of your then-current annual maintenance and support fees if such fees are between \$1 million and \$1.5 million, and equal to ten percent (10%) if your then-current maintenance and support fees are greater than \$1.5 million.
 - 3.4 You are responsible for any fees in excess of the applicable limits under Section 3.3 above, as well as the cost of any other services required to implement such changes, including, without limitation,

training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement.

3.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

4. For statewide customers, and county customers with annual maintenance and support fees of \$1 million or greater, we also make available a support account manager.

4.1 For statewide customers, we will assign you a named support account manager with dedication levels based upon your then-current annual maintenance and support fees as follows. The support account manager will dedicate a fixed percentage of its time, based on a standard 40-hour workweek.

Annual Maintenance and Support Fee	Percentage Dedication:
\$150,000 to \$399,999	20%
\$400,000 to \$700,000	40%
\$700,001 to \$999,999	60%
\$1 million or more	100%

4.2 The support account manager's responsibilities are limited to your production environment of the Tyler Software.

4.3 The support account manager's services must be utilized during the then-current annual maintenance and support term, and do not carry over to any subsequent term.

4.4 The support account manager will maintain a reasonable understanding of your release level, technical environment, unique business processes, the status of your custom requested product functionality, and high priority support issues; Upon Operational Use of at least one court location, the support account manager will meet with you to define a Strategic Account Plan (the "Plan"). The Plan shall define your support goals and the support account manager's responsibilities, consistent with the dedication level set forth above, and which will include: (a) quarterly reviews of progress vs. Plan; (b) monitoring of critical support incidents; (c) quarterly trend/pattern analysis of support incidents; (d) release and patch planning; and (e) such other services that Tyler and you may agree upon consistent with the support account manager's dedication level.

4.5 The support account manager will provide all services from our offices. Should you request the support account manager to perform onsite services, you will be responsible for travel and other expenses incurred in accordance with our Business Travel Policy.

4.6 For each annual maintenance and support term, your assigned support account manager will oversee requested consulting, configuration, or training services for the Tyler Software. Fees for these Expanded Support Services (ESS) will be calculated on a time and materials basis at our then-current rates, but we will waive these fees for an amount equal to up to 10% of your then-current annual maintenance and support fee for the current term. Such services are subject to availability. You must request such

services with at least ninety (90) days' written notice. Requested consulting, configuration or training services over the allocated percentage will be billed at our then-current rates. We will provide you with a change order or addendum per Section C(3) of the Agreement.

5. For statewide customers, we will provide you with vouchers to cover your registration for attendance at Tyler's annual user conference based upon your then-current annual maintenance and support fees as follows:

Annual Maintenance and Support Fee	Number of Vouchers
Less than \$400,000	1
\$400,001 to \$700,000	2
\$700,001 to \$999,999	4
\$1 million or more	6



Exhibit C
Schedule [2]
Support Call Process – C&J

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
- (2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (3) Program Updates – where development activity is made available for client consumption
- (4) Tyler University - online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each



month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level which corresponds to the client's needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of four types of personnel:

- (1) Application Support Representatives: responsible for responding & resolving incidents
- (2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
- (3) Support Managers: responsible for the management of support teams
- (4) Support Account Managers: responsible for day to day account management.

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of your database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to your system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5101 Tennyson Parkway, Plano, TX 75024 ("Tyler") and Williamson County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to a License and Services Agreement with an effective date of February 5, 2019 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement as further set forth below.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, as of the Amendment Effective Date, Tyler and the Client agree as follows:

1. All references to Sourcewell Contract ID 110515-TTI are hereby amended to refer to Sourcewell Contract ID 060624-TTI.
2. The following language is hereby added to the Agreement:

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 9076;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-tti>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure civil process software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

Williamson County, TX

By: *Rachel Mehlsak*

By: _____

Name: Rachel Mehlsak

Name: _____

Title: Sr. Corporate Attorney

Title: _____

Date: 2/11/25

Date: _____



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

**THIS IS NOT AN INVOICE
PROFORMA**

Company	Order No.	Date	Page
020		03/28/2024	1 of 1



To: WILLIAMSON CO. SHERIFF'S OFFICE
508 SOUTH ROCK STREET
GEORGETOWN, TX 78626
United States

Ship To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL, TX 78626
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41563	170587	Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Sourcewell 060624-TTI					
1	Renewal: CivilServe Annual Support Cycle Start: 02/05/2025, End: 02/04/2026; Term: 12 months :	1	EA	57,522.73	57,522.73

Does not include any applicable taxes

Order Total: 57,522.73

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Commissioners Court - Regular Session**21.****Meeting Date:** 02/25/2025

Approval of Service Contract through Contract #2025134 for SWRP Cricket Field Fencing with Falkenberg Construction Company Inc. for Parks and Recreation

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Service Contract #2025134 with Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation in the amount of \$70,405.17 and authorize execution of this agreement.

Background

This Service Contract #2025134 is attached between Williamson County and Falkenberg Construction Company Inc. for the SWRP Cricket Field Fencing through BuyBoard Contract # 728-24 at the Southwest Regional Park, located at 3005 Co. Rd. 175, Leander, TX 78641. Funding Source is 01.0100.3103.004509. The Origination ID #2074 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

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

Attachments

2025134 Service Contract Falkenberg
Form 1295 Falkenberg

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 12:37 PM
02/19/2025 02:13 PM
Started On: 02/11/2025 03:49 PM

**WILLIAMSON COUNTY
SERVICE CONTRACT**
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 511.25 R1)

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal No. 511.25 R1 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 and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before April 01 2025, 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 Seventy Thousand Four Hundred Five Dollars and Seventeen Cents (\$70,405.17).

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

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

IV.

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

Type of Coverage

- a. Worker's Compensation

Limits of Liability

Statutory

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

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

Contract include the following:

- A. As described in the attached Proposal, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (BuyBoard Contract # 728-24);
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

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____

FALKENBERG CONSTRUCTION CO., INC.:

DocuSigned by:

00B8142C0830456...
Authorized Signature

John E. Castro

Printed Name

Date: Feb _____, 6 _____ 20²⁵____

**Exhibit “A”
Quote/Proposal**



February 4, 2025

Williamson County Parks

Russell Fishbeck
219 Perry Mayfield
Leander, TX 78641

Proposal No.: [REDACTED]

Reference: SWRP Cricket Field Fence

Contract No.: Buy Board 728-24

Attention: Russell Fishbeck

We propose to furnish labor, material and equipment for the SWRP Cricket Field Fence project for the sum as follows:

Base Proposal Breakdown		
RS Means Cost		\$18,852.70
Coefficient	0.98	\$377.05
Sub Total		\$18,475.65
Bond	0.0%	\$0.00
PROPOSAL TOTAL		\$18,475.65

Eighteen Thousand Four Hundred Seventy-Five and 65/100 ----- Dollars.

I. Documents:

- A. Drawing Numbers: NA
- B. Specifications: N/A

II. Base Scope of Work:

2-20x20x20 10' tall back stop

- Cross bracing at 5'
- Tied in to fence with the 4' gates on either side
- Daily Clean Up
- Final Clean Up

Alternate #1 Breakdown		
RS Means Cost		\$51,237.07
Coefficient	0.98	\$1,024.74
Sub Total		\$50,212.33
Bond	2.5%	\$1,255.31
ALTERNATE # 1 TOTAL		\$51,467.64

Fifty-One Thousand Four Hundred Sixty-Seven and 64/100 ----- Dollars

I. Documents:

- A. Drawing Numbers: NA
- B. Specifications: N/A

II. Scope of Work:

Alternate # 1: ~1200LF of 4' galvanized chain-link at New Cricket Fields & 200LF of 4' galvanized chain-link at Old Cricket Fields

- 4-4' walk gates at center
- 1- double 6' drive gate
- 2 3/8 sch 40 terminal post
- 2" sch 20 line post
- 1 5/8" top rail
- 2-100' wings added to existing backstop at the old cricket field
- 4' galvanized chain link
- Daily Clean Up
- Final Clean Up

Total Proposal Breakdown		
RS Means Cost		\$70,089.77
Coefficient	0.98	\$1,401.80
Sub Total		\$68,687.97
Bond	2.5%	\$1,717.20
PROPOSAL TOTAL		\$70,405.17

Seventy Thousand Four Hundred Five and 17/100 ----- Dollars

III. Exclusions:

- Sales tax, overtime, permit fees
- Executing any alternates without executing the base bid
- MEP Work
- Any work outside of pre-discussed scope
- Daily supervision of jobsite

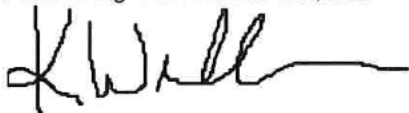
IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2025-1266029

Date Filed:
02/06/2025

Date Acknowledged:

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Williamson County Facilities Management

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

511-25 R1
SWRP Cricket Field Fence

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Arnold, Chris	Grand Prairie, TX United States	X	
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 7 day of Feb, 2025
(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.

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

Certificate Number:
2025-1266044

Date Filed:
02/06/2025

Date Acknowledged:
02/11/2025

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

Williamson County Facilities Management

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

510.25
SWRP Cricket Batting Cage Remodel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**22.****Meeting Date:** 02/25/2025

Approval of Construction Contract through Contract #2025135 for SWRP Cricket Batting Cage Remodel with Falkenberg Construction Company Inc. for Parks and Recreation

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Construction Contract #2025135 with Falkenberg Construction Company Inc. for the SWRP Cricket Batting Cage Remodel pursuant to BuyBoard Contract #728-24 at the Southwest Regional Park for Parks and Recreation in the amount of \$129,645.26 and authorize execution of this agreement.

Background

This Construction Contract #2025135 attached is between Williamson County and Falkenberg Construction Company Inc. for the SWRP Cricket Batting Cage Remodel through BuyBoard Contract # 728-24 at the Southwest Regional Park, located at 3005 Co. Rd. 175, Leander, TX 78641. Funding Source is 01.0100.3103.004509. The Origination ID #2072 and the Point of Contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2025135 Construction Contract Falkenberg
1295 Form Falkenberg Construction

Form Review**Inbox**

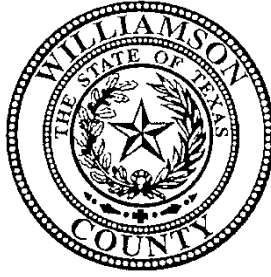
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 12:16 PM
02/19/2025 02:11 PM
Started On: 02/11/2025 03:39 PM



Agreement for Construction Services

(Cooperative Contract - Buy Board # 728-24)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Co., Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of the SWRP Cricket Batting Cage Remodel (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Twenty-Nine Thousand Six Hundred Forty-Five Dollars and Twenty-Six Cents (\$129,645.26)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Twenty (20) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **Ten (10) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial

Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **One Hundred Dollars (\$100) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- 4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

- 5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor’s skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

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

General Liability
(including premises,
completed operations
and contractual) \$1,000,000

Aggregate policy limits: \$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
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Bodily injury (including death)	\$1,000,000	\$1,000,000
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Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000

- .6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than \$5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

- (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES,

PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- 11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4 Fails to perform any of its obligations under the Agreement;
- 11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

- 11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- 11.4.2.1** Cease operations as directed by the Owner in the notice;
- 11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place

of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of

governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # 728-24 (Buy Board); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # 728-24 (Buy Board); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

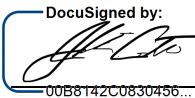
Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Falkenberg Construction Co., Inc.

By:  _____
00B6142C0830456...

Printed Name: John E. Castro

Title: President

Date: February 7, 2025 | 14:47 CST

Exhibit “A”

Plans and Specifications

Furnish labor, material and equipment for the SWRP Cricket Batting Cage Remodel Project for the as follows:

Proposal Breakdown		
RS Means Cost		\$129,064.47
Coefficient	0.98	\$2,581.29
Sub Total		\$126,483.18
Bond	2.5%	\$3,162.08
PROPOSAL TOTAL		\$129,645.26

One Hundred Twenty-Nine Thousand Six Hundred Forty-Five and 26/100 ----- Dollars

II. Scope of Work:

Demolition of existing batting cage structural pole system and all existing netting.
 Provide and install a custom shell batting cage netting system to the existing 100x21 concrete surface.
 The netting system consists of 6 inch and 4 inch galvanized poles and galvanized cabling to allow for all of the netting to be hung 18 to 24 inches from contact zones with any pole during batting activities.
 All netting is anchored via bottom cable and anchors to the concrete surface to prevent any stray balls from leaving the batting cages.
 The new netting system will have the roof/top of the net 12 foot AGL of the concrete surface.
 There will be one divider net to create two individual hitting cages.
 Each cage will be approximately 10.5 feet wide.
 Provide and install 2100 sq ft of KMTX 750PE artificial turf surface (green) to the entire concrete slab.
 All seams will be glued via seam tape and all of the turf surface will be adhered to the concrete slab.
 This will be a non-infill turf system (samples to be provided)
 Form and pour concrete curb to the south end of the batting cage slab for installation of granite gravel.
 Provide and install of granite gravel with binder for the new 40' X 22' run-up area, up to 18" depth.
 Daily cleaning
 Final clean

III. Exclusions:

Sales tax, overtime, permit fees
 Any MEP work
 Any work below grade
 Landscaping / Vegetation
 Unmarked water, utility or electrical lines or any other unmarked utilities
 Any work outside of the Scope Of Work

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.

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

Certificate Number:
2025-1266044

Date Filed:
02/06/2025

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 Facilities Management

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

510.25
SWRP Cricket Batting Cage Remodel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) [REDACTED] (country)

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

Executed in Dallas County, State of Texas, on the 7 day of Feb, 2025.
(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.

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

Certificate Number:
2025-1266044

Date Filed:
02/06/2025

Date Acknowledged:
02/11/2025

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

Williamson County Facilities Management

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

510.25
SWRP Cricket Batting Cage Remodel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**23.****Meeting Date:** 02/25/2025

Authorize Issuing RFSQ #25RFSQ32 Geotechnical/Construction Materials Testing (CMT) Pool for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Geotechnical/Construction Materials Testing (CMT) Pool, under #25RFSQ32. Funding Source P#TBD.

Background

Pursuant to Chapter 2254 Subchapters A and B and Chapter 2269 Subchapter E of the Texas Government Code, Williamson County is seeking written qualifications from qualified geotechnical engineers and construction materials testing (CMT) technicians to provide services for a Geotechnical/ CMT Pool. Per policy, the term will be for 2 years from award date. The estimated construction budget amount will vary depending on the project. Origination ID# 2149. The funding source is TBD, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:09 PM

02/19/2025 03:34 PM

Started On: 02/14/2025 12:36 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 02/25/2025

Physical Access Control Policy

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 Physical Access Control Policy.

Background

This is the foundational policy for Physical Access Control.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Physical Access Control Policy

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 02/14/2025

Reviewed By

Delia Colon

Date

02/14/2025 09:36 AM

Started On: 02/14/2025 08:38 AM



Williamson County

Facilities Management

Physical Access Control Policy

Sensitivity: Controlled
Criticality: Critical
Primary Type: Policy and Procedure

Summary

Purpose

Williamson County ("County") is committed to providing a safe and healthful workplace for all County employees and those who require access to County facilities. As part of this goal, this Policy is instituted for the purpose of promoting a secure facility environment and for maintaining a comprehensive system to efficiently manage the dissemination of Access Control Assets throughout County facilities.

Scope

This Policy shall apply to all individuals seeking access to County facilities and Secured Work Areas, including but not limited to, all Public Officials, County employees, volunteers, interns, and non-County individuals/entities. Departments may adopt more detailed policies and procedures in addition to this policy.

Definitions

Access Administrator

A person designated by a Public Official or Department Head to request and manage Access Control Assets and access levels to a particular County office or facility.

Access Control Asset

The tangible or intangible means to authorize entry into buildings and Secured Work Areas, including but not limited to access codes, keys, fobs and badges.

Access Control Asset Holders

Individuals who are approved to possess Access Control Assets, including Public Officials, County employees, volunteers, interns, and non-County individuals/entities (e.g., vendors, contractors, property lessees, guests, etc.).

Access Control Procedures

Williamson County Physical Access Control Procedures, as amended, established by the Facilities Management Department.

Access Control System

Equipment with audit capabilities to track and monitor badge usage.

Department Head

The highest-ranking County employee in a department created and supervised by the Commissioners Court.

Policy

Williamson County Facility Physical Access Control Policy.

Public Officials

Elected and appointed officials who are provided workspace in County facilities.

Secured Entry

Any door or access point to a County facility that requires an Access Control Asset to gain entry.

Secured Work Area

A County facility or an area within a County facility in which access is controlled and the general public are normally not permitted to enter.

Roles and Responsibilities

- All individuals seeking or already granted access to County facilities are required to adhere to this policy and associated procedures.
- Public Officials and Department Heads should inform their employees, volunteers, and interns of this content and ensure each employee fully understands and undertakes to comply with this content.

Policy

No individual shall access a secured entry or Secured Work Area of a County facility without authorization pursuant to this Policy and corresponding procedures. The Williamson County Facilities Management Department shall implement this Policy and shall maintain an Access Control System that manages badge access to County facilities.

A. Access Administrator Delegation and Responsibilities

1. Each Public Official, Department Head, or non-County individual/entity shall designate a person who will act as a liaison between the Facilities Management Department and the office or facility. This designated person will serve as Access Administrator and will manage Access Control Assets as determined by this Policy and the Access Control Procedures. (May include more than one designated individual, best practice to have a primary and backup for continuity.)
2. Requests for new, replacement, or deactivation of an Access Control Asset as well as requests to change or remove access levels must be made by the Access Administrator. Additional approval by the Public Official, Department Head, or non-County individual/entity may be required for some Secured Work Areas.

3. If the Access Administrator receives a facility key or any other Access Control Asset from an Access Control Asset Holder, the Access Administrator shall immediately return the key or Access Control Asset to the Facilities Management Department in person or in designated dropboxes.
4. If the Access Administrator determines that an access code is no longer needed and/or needs to be changed, the Access Administrator shall immediately notify the Facilities Management Department. The Access Administrator shall also notify the Facilities Management Department on or before an Access Control Asset Holder's last day of service.
5. An Access Administrator shall not retain any Access Control Asset in anticipation of an employee replacement, transfer, or termination.
6. It is the responsibility of the Access Administrator to verify that all Access Control Assets are accounted for, and, prior to the beginning of each new fiscal year, the Access Administrator shall review a list of Access Control Assets issued to each Access Control Asset Holder to ensure that such records remain accurate. In the event such records are not accurate, the Access Administrator shall notify the Facilities Management Department of such inaccuracies.
7. An Access Administrator will be the point of contact and assist the Facilities Management Department ensuring compliance with any audit of Access Control Assets.
8. The Access Administrator shall follow the Access Control Procedures.

B. Access Control Assets

1. General

- a. All Access Control Asset Holders may be required to clear a background check prior to the issuance of an Access Control Asset.
- b. Access Control Asset Holders shall keep Access Control Assets secured at all times. Access Control Assets shall not be left unsecured or unattended, such as in vehicles or in unlocked desk drawers.
- c. While entering and exiting a County facility using an Access Control Asset, each Access Control Asset Holder shall ensure that all secured doors close behind them. Secured entries and Secured Work Area doors should never be propped open.
- d. It is a violation of this Policy to allow unauthorized persons to enter a secured entry or Secured Work Area or allow other individuals or employees to gain access to a secured entry or Secured Work Area without using their own Access Control Asset (also known as piggybacking or tailgating).
- e. It is a violation of this Policy for an unauthorized person to enter or attempt to enter a secured entry or Secured Work Area.
- f. Access Control Asset Holders shall not "loan" or transfer an Access Control Asset to another employee, non-employee, volunteer or other individual. Secured/Detention Facilities key exception: Section B.3.e

- g. Access Control Assets may only be used to gain access to the areas and facilities necessary for the performance of the Access Control Asset Holder's normal/routine duties and responsibilities.
- h. If an Access Control Asset is lost or stolen, the Access Control Asset Holder shall immediately report the lost or stolen asset to both the Facilities Management Department and the Access Administrator. An Access Control Asset Holder shall make reasonable efforts to locate a lost Access Control Asset.
- i. Access Control Asset Holders shall return all Access Control Assets to the Access Administrator and/or Facilities Management Department upon separation from employment, retirement, resignation, transfer to another Public Official's office or County Department, project completion, completion of volunteer service and/or at the request of the Access Administrator.
- j. With the exception of access to areas containing sensitive chain of custody items (e.g., ballots, evidence, etc.), authorized Williamson County Technology Services and Facilities Management personnel shall have the authority to access all County facilities and Secured Work Areas, including immediate access in case of emergencies or critical incidents.
- k. All Access Control Asset Holders shall follow the Access Control Procedures.

2. County Badges

- a. A County badge shall be issued to all County employees, officials, and other authorized individuals performing work at County facilities, i.e., Access Control Asset Holders.
- b. A County badge shall be worn at all times while in a County facility. The County badge must be visible and not obstructed.
- c. Badge holders who misplace or have forgotten their badge will not have access to Secured Work Areas. Temporary badges will not be issued to an individual by the Facilities Management Department.
- d. Access Control Asset Holders are prohibited from possessing multiple County badges. All old, broken, or duplicate County badges shall be brought to the Facilities Management Department and/or the Access Administrator so that it can be appropriately destroyed or deactivated.
- e. All Access Control Asset Holders shall return all badges/fobs to the Access Administrator, or designee in their absence, on the last day of County service or upon changing County departments or offices.
- f. Key fobs will only be issued to current Elected Officials and Law Enforcement Officers employed by the County. A photo only badge will be issued for those electing a fob.

3. Facility Keys

- a. It is a violation of this Policy to manufacture, cut, or duplicate any facility key by a person other than the County locksmith. Offenders will be subject to disciplinary action by the Public Official or County Department and denial of future Access Control Assets by the Facilities Management Department.
- b. If an Access Control Asset Holder suspects that a facility key has been manufactured, cut, or duplicated, the Access Control Asset Holder shall immediately report such matters to the Facilities Management Department and to the Access Administrator. Access Administrators shall report such matters to the Facilities Management Department.
- c. All Access Control Asset Holders shall return all facility keys to the Access Administrator in the event of an administrative leave of absence.
- d. All Access Control Asset Holders should return all facility keys to the Access Administrator in the event of a planned leave of absence of more than two weeks in which the employee may not return.
- e. Access Control Asset Holders are prohibited from possessing multiple keys of the same keyway.
- f. Detention and Secured Juvenile Facilities keys shall not be removed from the detention facility. Keys must remain on the secured ring and be issued to appropriate personnel along with a method of tracking and stored in a secured lockbox between shifts and accounted for by the department daily.

4. Access Codes (Including Security Alarm Codes)

- a. It is a violation of this policy for an Access Control Asset Holder to share an access code with any unauthorized individual.
- b. If an access code has been shared with an unauthorized individual or is otherwise obtained by an unauthorized individual, the Access Control Asset Holder shall immediately report such matters to the Facilities Management Department and the Access Administrator. Access Administrators shall report such matters to the Facilities Management Department.

C. Charges for Replacement of Access Control Assets

The Access Control Asset Holder who loses or makes inoperable an Access Control Asset will be responsible for replacement costs of Access Control Assets. Access Control Asset replacement charges are as follows:

Grand Master Key	\$200
Building Master Key	\$150
Area/Suite Master Key	\$100

DC Key	\$50
Badge/ FOB	\$20

Note: Lost key charges will be refunded if keys are found and turned into the Facilities Management Department within 30 days of loss.

If the lock-core of a lock must be changed for security reasons due to an Access Control Asset Holder losing a key to such lock, actual cost of re-keying will be determined by the Facilities Management Department and the cost may be charged to the County Department or Public Official's office who originally authorized said keys to the Access Control Asset Holder.

Corresponding Procedures

The Williamson County Facilities Management Department shall establish and administer Access Control Procedures consistent with this Policy, which describe the process by which control, dissemination, use, and possession of Access Control Assets to County facilities will be managed. These Procedures shall be accessible on the County's website and shall be reviewed and revised periodically by the Facilities Management Department to reflect changes in technology and best practices. Reviews must be conducted biannually and any revisions to the Procedures shall become effective thirty (30) days after posting to the County website. All Access Control Asset Holders shall be responsible for adhering to these Procedures.

Exceptions

Exceptions to facilities policies, standards, and procedures must be documented and approved by the Senior Director of the Facilities Management Department.

Violations

Violations of this Policy can lead to loss of access privileges by the Facilities Management Department, as well as possible disciplinary action by the violator's Public Official or Department Head up to, and including, termination. Violations of this Policy may also subject the violator to administrative/criminal investigation and prosecution.

Related Statutes, Policies, and Authorities

Contact Office

Except as otherwise stated herein, Access Control Asset Holders should contact their management with questions or for clarifications regarding this policy and any corresponding procedures. Public Officials and Department Heads should contact the Facilities Management Department with questions or for clarifications regarding this policy and any corresponding procedures.

Administrative Notes

Policy Class: Physical Security
Policy Family: Physical Access Control
Policy: Physical Access Control
Standard:
Control Reference(s):

Responsible: Facilities Management
Accountable: Facilities Management
Consulted: HR, County Manager, Legal, Audit, Sheriff's Office, Juvenile Services, Emergency Services, ITS
Informed:

Revision History

Version	Date	Description
1.0	2/25/2025	Initial adoption

Commissioners Court - Regular Session**25.****Meeting Date:** 02/25/2025

Award of Design and Engineering Services Agreement to Hendrix Consulting Engineers, P.C for CJC Chiller Plant & Boiler Design for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Hendrix Consulting Engineers, P.C., for CJC Chiller Plant & Boiler Design, in the amount of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00) and authorize execution of the agreement.

Background

Hendrix Consulting Engineers, P.C is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Hendrix Consulting Engineers, P.C, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Hendrix Consulting Engineers, P.C received the highest score for this project. This Agreement for Design Services between Williamson County and Hendrix Consulting Engineers, P.C, is for the CJC Chiller Plant & Boiler Design, 405 Martin Luther King Jr, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. Funding Source is 01.0100.1009.004100 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Agreement CJC Chiller Plants Boiler Design_Hendrix
Form 1295 Hendrix Consulting Complete

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/20/2025 09:18 AM
02/20/2025 09:22 AM
Started On: 02/14/2025 12:36 PM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: CJC Chiller Plant & Boiler Design ("Project")

**ARCHITECT/
ENGINEER:** **Hendrix Consulting Engineers, P.C.** ("A/E")
Byron Hendrix, Professional Engineer, Owner
115 East Main Street
Round Rock, TX 78664

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to replace various chilled water and hot water plant components identified by County in two (2) different Level One equipment rooms at the Williamson County Justice Center; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see *also* Tex. Gov't Code, Ch. 469).

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Eighty-Seven Dollars (\$487.)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or

Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

**ARTICLE 9
PROJECT TEAM**

County's Designated Representative for purposes of this Agreement is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Hendrix Consulting Engineers, P.C.
Byron Hendrix, Professional Engineer, Owner
115 East Main Street
Round Rock, TX 78664**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving

County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Hendrix Consulting Engineers, P.C.
115 East Main Street
Round Rock, TX 78664

Attention: Byron Hendrix
Professional Engineer, Owner

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

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the

termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **\$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.9.2

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Hendrix Consulting Engineers, P.C.

By: 
Signature

Byron Hendrix
Printed Name

Owner, Professional Engineer
Title

Date Signed: 02-11-2025

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

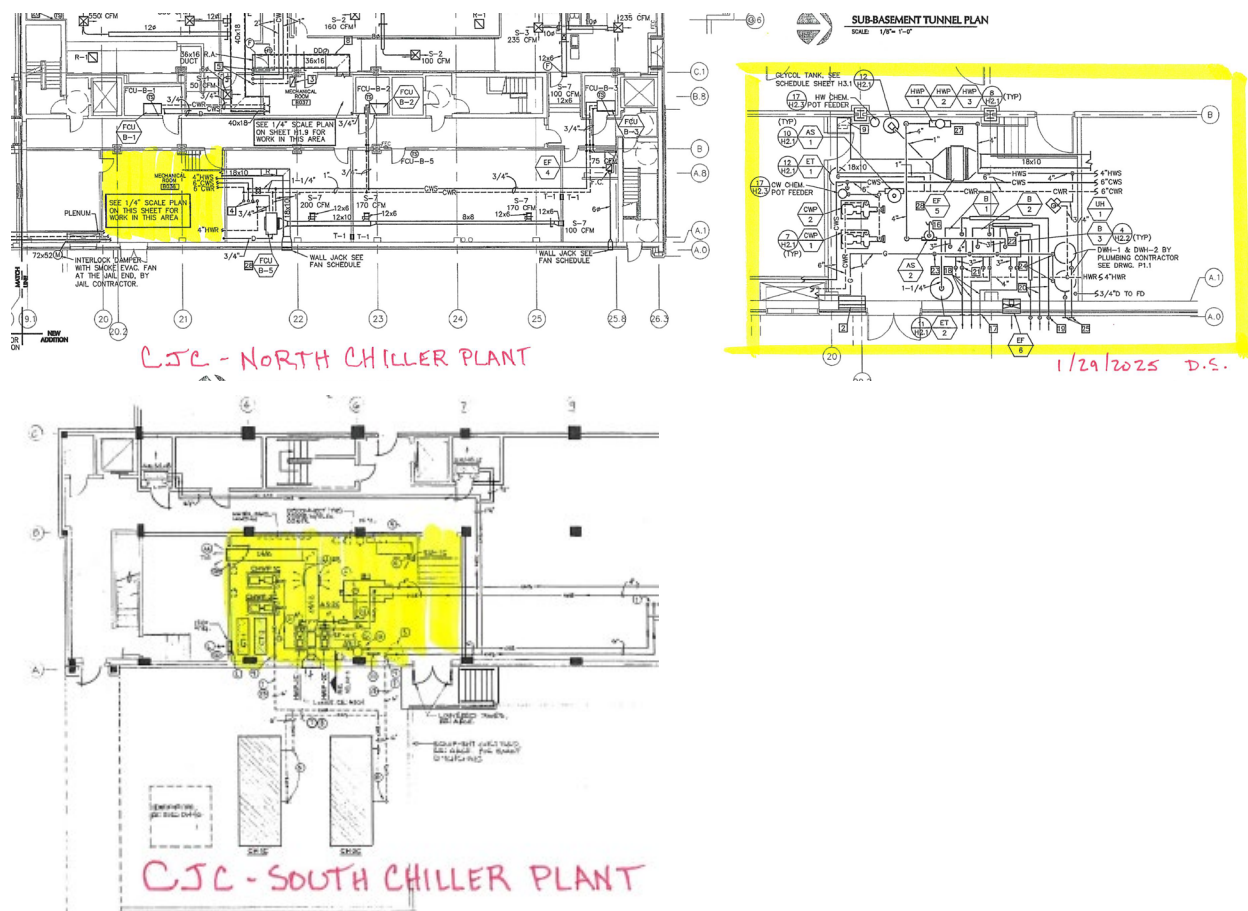
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Williamson County Justice Center
405 MLK, Georgetown, TX 78626
4100.1009

Replacement of various Chilled water and Hot water plant components identified by County personnel in 2 different, Level One equipment rooms.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Provide preliminary materials selection board to County for review with internal departments.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.

- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Update preliminary materials selection board or provide new for County project records.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.
- C. Conduct and oversee pre-construction meeting.
- D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- F. Conduct and oversee bi-weekly progress meetings.
- G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: **\$ 48,750** 100%

100%	Hendrix Consulting Engineers	\$ 48,750	
0%	N/A	\$ -	

Phase I - SCHEMATIC DESIGN	\$ 9,000	18%
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Hendrix Consulting Engineers	\$ 9,000	
N/A	\$ -	

Phase II - DESIGN DEVELOPMENT	\$ 9,000	18%
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Hendrix Consulting Engineers	\$ 9,000	
N/A	\$ -	

Phase III - CONSTRUCTION DOCUMENTS	\$ 15,750	32%
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Hendrix Consulting Engineers	\$ 15,750	
N/A	\$ -	

Phase IV - REGULATORY REVIEW AND PERMITS	\$ 3,000	6%
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Hendrix Consulting Engineers	\$ 3,000	
N/A	\$ -	

Phase V - BIDDING, AWARD, AND EXECUTION	\$ 3,000	6%
--	-----------------	----

Hendrix Consulting Engineers	\$ 3,000	
N/A	\$ -	

Phase VI - CONSTRUCTION ADMINISTRATION	\$ 6,750	14%
---	-----------------	-----

Hendrix Consulting Engineers	\$ 6,750	
N/A	\$ -	

Phase VII - PROJECT CLOSE-OUT	\$	2,250	5%
Hendrix Consulting Engineers	\$	2,250	
N/A	\$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Sixty-Two (762) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

02/11/25

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	03/13/25
30% Plans, Specifications and Estimate deliverables	04/11/25
County written authorization to proceed to next phase	05/02/25

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	05/30/25
County written authorization to proceed to next phase	06/20/25

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	09/15/25
Complete Plans, Specifications and Estimate deliverables	08/19/25
County written authorization to proceed to next phase	09/09/25

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	10/09/25
Plans submittal to TDLR and Permit application submittal to City	10/16/25
Construction Permits received from City	11/14/25

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	11/21/25
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County advertises project for Bid	12/12/25
Contract Award	01/09/26

Phase VI - CONSTRUCTION ADMINISTRATION ☐

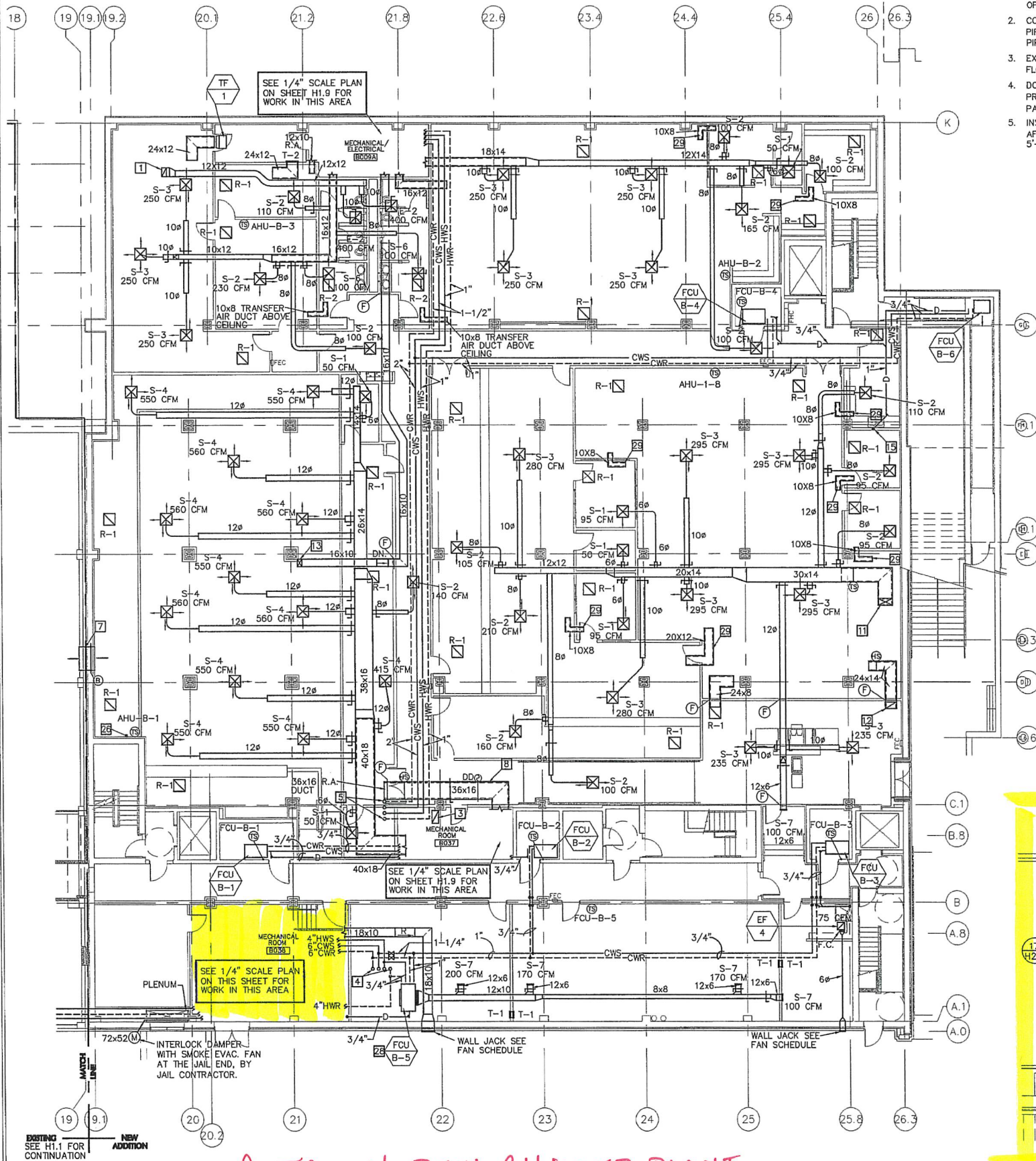
Contractor Notice to Proceed	01/16/26
Construction Substantial Completion	01/15/27

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	02/13/27
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All services shall be complete on, or before:

03/15/27

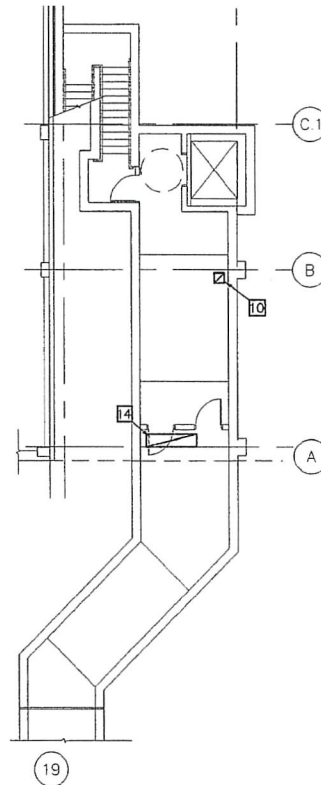


LJC - NORTH CHILLER PLANT

BASEMENT FLOOR PLAN - NORTH
SCALE: 1/8" = 1'-0"

GENERAL NOTES

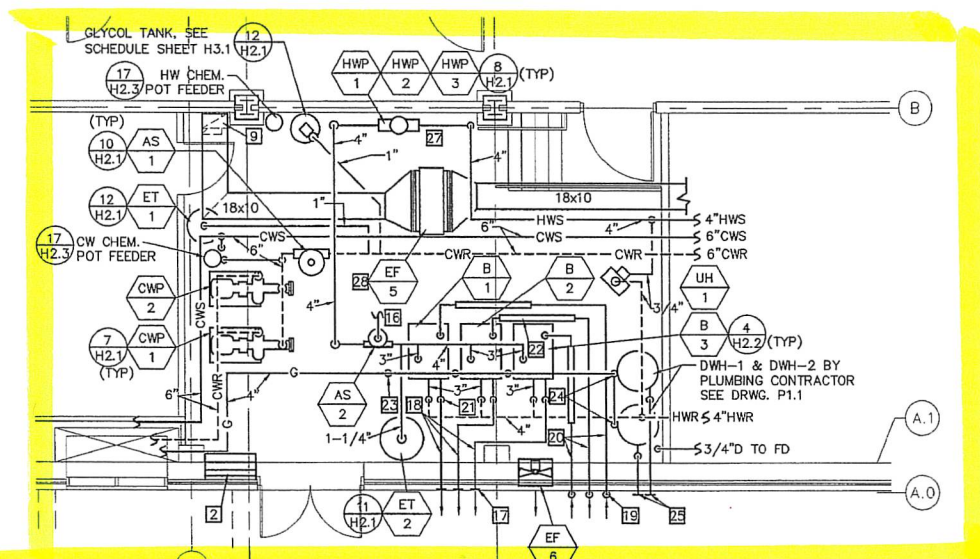
- CONTRACTOR SHALL PROVIDE INSPECTION DOORS IN SUPPLY DUCTWORK LOCATED AT EACH CHANGE IN DIRECTION OF DUCTWORK AND AT EVERY 20 FEET OF DUCT LENGTH TO FACILITATE DUCT CLEANING.
- CONTRACTOR SHALL PIPE ALL UNIT CONDENSATE DRAIN PIPING TO THE CLOSEST FLOOR DRAIN IN MECHANICAL ROOM. PIPE SIZE SHALL BE SAME SIZE AS DRAIN PAN CONNECTION.
- EXTEND ALL PIPE AND DUCT SLEEVES IN MIN 2" ABOVE FINISH FLOOR AND SEAL WATER TIGHT.
- DO NOT RUN DUCTWORK/PIPING OVER ELECTRICAL PANELS. PROVIDE CODE REQUIRED CLEARANCE IN FRONT OF ELECTRICAL PANELS/SWITCHGEARS.
- INSTALL WALL MOUNTED ADJUSTABLE THERMOSTATS AT 4'-0" AFF; WALL MOUNTED TEMPERATURE/HUMIDITY SENSORS AT 5'-0" AFF.



SUB-BASEMENT TUNNEL PLAN
SCALE: 1/8" = 1'-0"

KEYED NOTES

- 18x10 EXHAUST DUCT UP TO FIRST FLOOR. SEE SHEET H1.4 FOR CONTINUATION.
- 36x18 INTAKE LOUVER IN WALL. SEE ARCHITECTURAL DRAWINGS FOR ELEVATION. LOUVER BY OTHERS.
- 28x14 FRESH AIR DUCT UP TO FIRST FLOOR. SEE SHEET H1.4 FOR CONTINUATION.
- 6" CHILLED WATER AND 4" HOT WATER PIPING UP TO FIRST FLOOR.
- 3" CHILLED WATER AND 1-1/2" HOT WATER PIPING UP TO FIRST FLOOR.
- PIPE UNIT CONDENSATE TO FLOOR DRAIN IN MECHANICAL ROOM. PIPE SIZE SAME AS DRAIN PAN CONNECTION.
- 48x18 RELIEF AIR DUCT INTO CRAWL SPACE, WITH GRAVITY TYPE BACKDRAFT DAMPER IN EXISTING WALL/ABOVE CEILING. NEW OPENING ABOVE CEILING IN EXISTING WALL BY OTHERS. PROVIDE INSECT SCREEN.
- LINED DUCT. SEE SPECIFICATIONS.
- 18x10 DOWN, TRANSITION DUCT TO 14x14 AT FLOOR. SEE PARTIAL TUNNEL PLAN FOR CONT. ON THIS SHEET.
- 14x14 CONCRETE OPENING WITH SECURITY BARS BY G.C. SEE ARCHITECTURAL DRAWINGS FOR OPENING DETAILS. CONNECT OPENING TO 14x14 DUCT IN MECHANICAL ROOM ABOVE. SEE MECH ROOM - B038 PLAN ON THIS SHEET FOR CONTINUATION.
- 30x14 SUPPLY AIR DUCT UP TO FIRST FLOOR. SEE SHEET H1.4 FOR CONTINUATION.
- 24x14 RETURN AIR DUCT UP TO FIRST FLOOR. SEE SHEET H1.4 FOR CONTINUATION.
- 16x10 FRESH AIR DUCT UP TO FIRST FLOOR. SEE SHEET H1.4 FOR CONTINUATION.
- 72x18 SMOKE EXHAUST OPENING WITH SECURITY BARS BY G.C.
- 1" CONDENSATE DRAIN DOWN IN WALL. PROVIDE FIXED AIR GAP FITTING J.R. SMITH FIG. 3950 AND CONNECT DRAIN TO WASTE LINE FITTING PROVIDED BY P.C.
- 1" COLD WATER MAKE-UP LINE. ROUTE TO BACKFLOW PREVENTER LOCATION.
- 4" EXHAUST PIPE WALL PENETRATION, TYPICAL OF THREE. SEE BOILER ELEVATION ON SHEET H2.1 FOR PIPE TERMINATIONS.
- 4" STAINLESS HIGH TEMP. EXHAUST PIPE & FITTINGS. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE TO MFR'S INSTRUCTIONS. SEE SHEET H2.2 FOR SCHEMATICS.
- 4" COMBUSTION AIR INTAKE PIPE WALL PENETRATION, TYPICAL OF THREE. INSTALL AIR INTAKE PER MANUFACTURERS INSTRUCTIONS.
- 4" PVC AIR INTAKE PIPING. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE TO MANUFACTURERS INSTRUCTIONS.
- STAINLESS STEEL VENT MUFFLER IN VERTICAL PIPE, TYPICAL FOR EACH UNIT. SEE BOILER ELEVATION ON SHEET H2.2.
- COMBUSTION AIR INTAKE MUFFLER, TYPICAL FOR EACH UNIT.
- 1" GAS PIPE TO BOILER, TYPICAL FOR EACH UNIT.
- 1" GAS TO EACH DOMESTIC WATER HEATER.
- CONCENTRIC VENT SEE WATER HEATER ELEVATION ON SHEET H2.2.
- OCCUPIED / UNOCCUPIED SYSTEM SWITCH. SEE SPEC SECTION 15940 FOR SEQUENCE OF OPERATIONS.
- STACK PUMPS AGAINST WALL WITH BOTTOM PUMP 18" AFF. PROVIDE VERTICAL CLEARANCE BETWEEN PUMPS FOR SERVICE AND MAINTENANCE.
- INSTALL FAN/DUCTWORK BETWEEN PURLINS AS HIGH AS POSSIBLE.
- LINED TRANSFER AIR DUCT ABOVE CEILING.



MECH ROOM - B038
SCALE: 1/4" = 1'-0"

**WILLIAMSON COUNTY
JUSTICE CENTER EXPANSION PROJECT
COURTHOUSE ANNEX ADDITION**
405 Martin Luther King Drive
Georgetown, Texas, 78626



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ARCHITECT:
Durrant
STRUCTURAL ENGINEER:
Mike Capt P.E.
MECHANICAL ENGINEER:
Durrant KBA
ELECTRICAL ENGINEER:
Durrant KBA
CIVIL ENGINEER:
Baker-Alldon
LANDSCAPE ARCHITECT:
Hall/Bargalner, Inc.



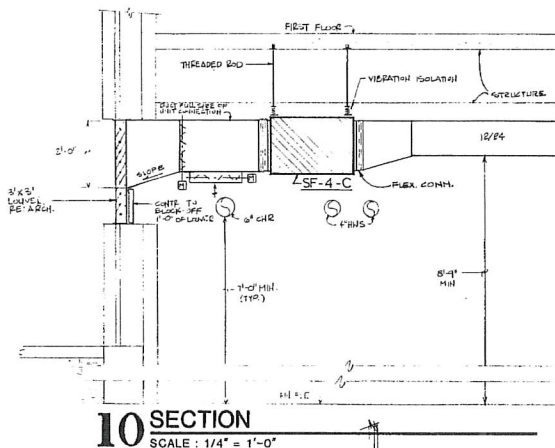
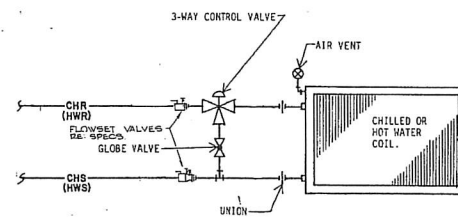
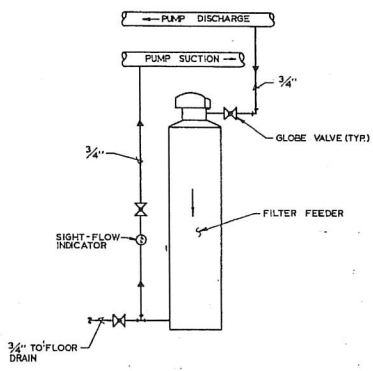
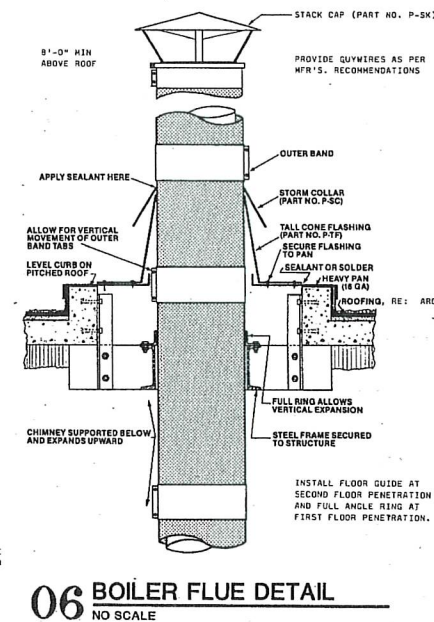
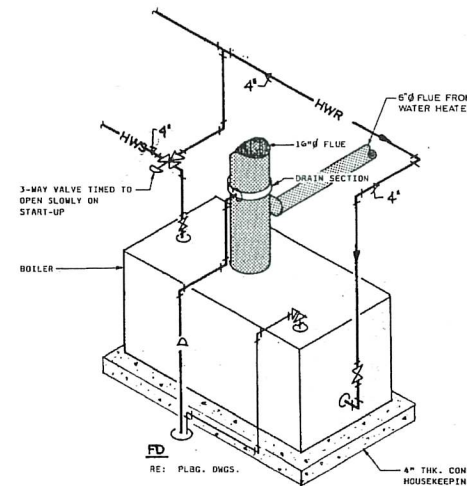
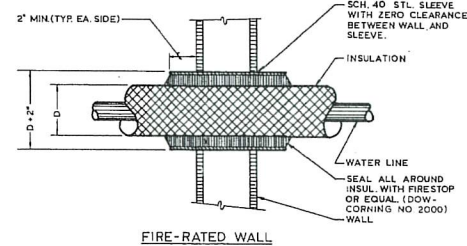
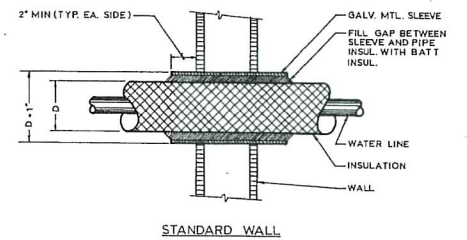
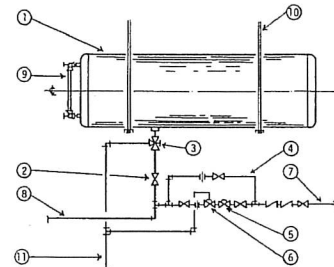
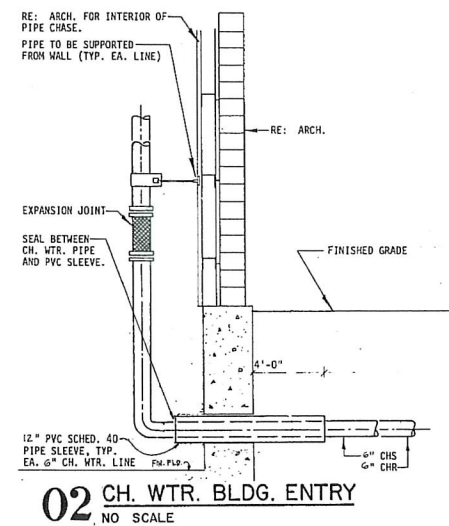
REVISIONS
11.22.02
















PROJECT NO. 01148.00
DATE 08.28.02
DRAWN BY FAS
CHECKED BY RDM

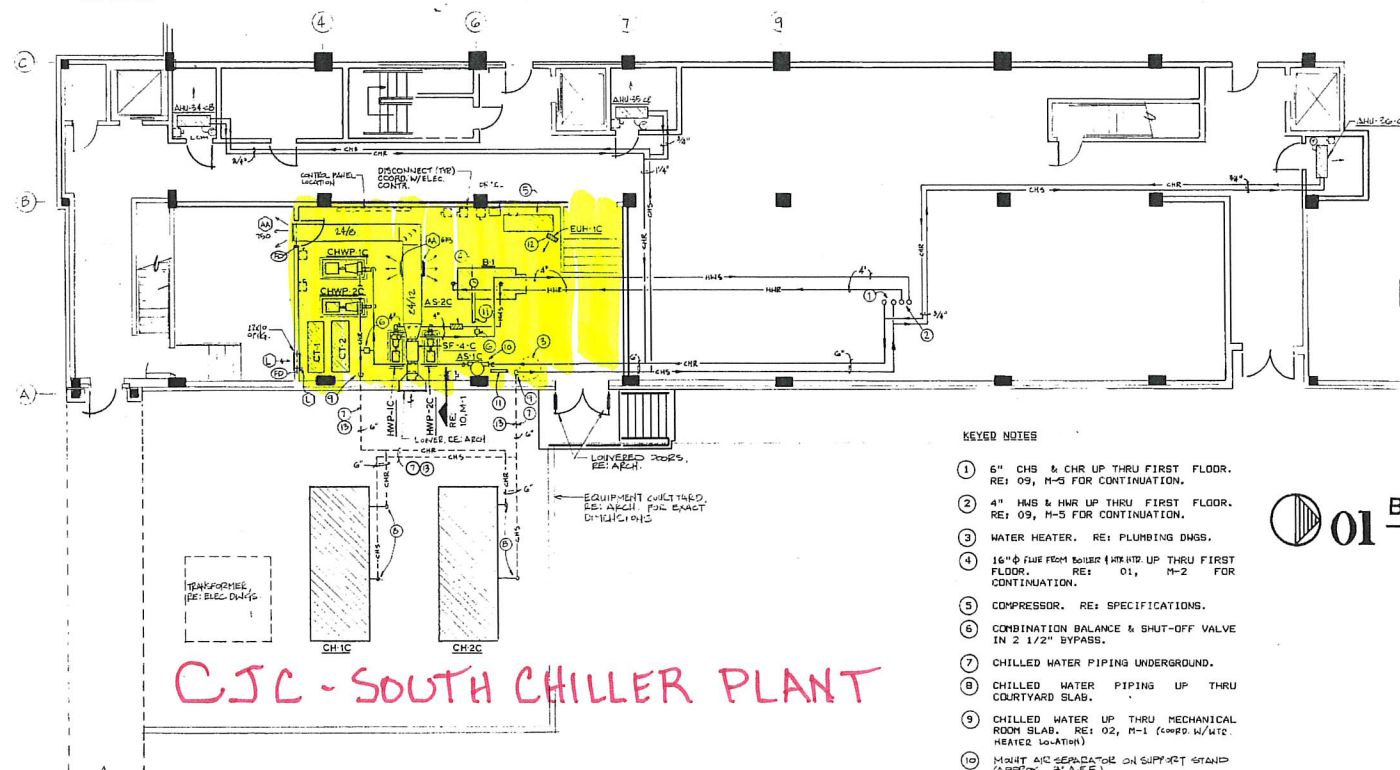
SHEET CONTENTS
BASEMENT FLOOR PLAN
DUCTWORK & PIPING - NORTH
SHEET

H1.2

1/29/2025 D.S.



MECHANICAL LEGEND	
SYMBOL	DESCRIPTION
	FIRE DAMPER
	THERMOSTAT
	REMOTE TEMPERATURE SENSOR
	HUMIDISTAT
	FIRESTAT
	SMOKE DETECTOR
	MOTORIZED VOLUME DAMPER
MVD	MANUAL VOLUME DAMPER
QBD	OPPOSED BLADE DAMPER
SA- 	ELBOW W/TURNING VANES
SA- 	BRANCH TAKE-OFF W/EXTRACTOR
SA- 	DUCT SPLIT W/LOCKING SPLITTER DAMPER
	CEILING SUPPLY AIR DEVICE
	CEILING RETURN OR EXHAUST DEVICE
	SMOKE SUPPLY AIR (DEVICE OR DUCT)
	EXHAUST DUCT UP TO FAN ON ROOF
—CHS—	CHILLED WATER SUPPLY
—CHR—	CHILLED WATER RETURN
—HWS—	HOT WATER SUPPLY
—HWR—	HOT WATER RETURN
SA	SUPPLY AIR
RA	RETURN AIR
OA	OUTDOOR AIR
AHU	AIR HANDLING UNIT
SEF	SMOKE EXHAUST FAN
SSF	SMOKE SUPPLY FAN
—C—	CONDENSATE DRAIN
	GATE VALVE



- ## KEYED NOTES

- (1) 5" CHS & CHR UP THRU FIRST FLOOR. RE: OHS, M-5 FOR CONTINUATION.
- (2) 4" HSS & HWR UP THRU FIRST FLOOR. RE: OHS, M-5 FOR CONTINUATION.
- (3) WATER HEATER. RE: PLUMBING DWGS.
- (4) 16" Ø FUSE FROM BOILER (HTR) UP THRU FIRST FLOOR. RE: OHS, M-2 FOR CONTINUATION.
- (5) COMPRESSOR. RE: SPECIFICATIONS.
- (6) COMBINATION BALANCE & SHUT-OFF VALVE IN 2 1/2" BYPASS.
- (7) CHILLED WATER PIPING UNDERGROUND.
- (8) CHILLED WATER PIPING UP THRU COURTYARD SLAB.
- (9) CHILLED WATER UP THRU MECHANICAL FLOOR SLAB. RE: O2, M-1 (COMP. W/ WATER HEATER VALVE).
- (10) MOUNT AIR SEPARATOR ON SUPPORT STAND (F.F.F.).
- (11) 6" Ø FUSE FROM HTR. HTR MOUNTABLE AS HIGH AS POSSIBLE.
- (12) SUBMIT UNIT FROM STRUCTURE BOTTOM OF UNIT IN 3' Ø 4' DIA. TANK.
- (13) PRE-INSULATED HEAT EXCHANGER, RE: SPEC.

GENERAL NOTES

1. DISCHARGE CONDENSATE AND EQUIPMENT DRAINS INTO APPROVED DRAIN PROVIDED BY PLUMBING CONTRACTOR. MECHANICAL CONTRACTOR SHALL COORDINATE DRAIN REQUIREMENTS WITH PLUMBING CONTRACTOR PRIOR TO INSTALLATION OF PLUMBING. SEE: SPECS
2. MECHANICAL CONTRACTOR SHALL COORDINATE FINAL LOCATIONS OF ALL THERMOSTATS WITH ARCHITECT PRIOR TO INSTALLATION.
3. ALL FLOOR PENETRATIONS SHALL HAVE FIRE DAMPER.
4. PROVIDE ONE HOUR FIRE DAMPERS AT DUCT PENETRATIONS OF ONE HOUR PARTITIONS EXCEPT FOR SMOKE SUPPLY AND SMOKE EXHAUST DUCT PENETRATIONS.
5. PROVIDE TWO HOUR FIRE DAMPERS AT DUCT PENETRATIONS OF TWO HOUR PARTITIONS EXCEPT FOR SMOKE SUPPLY AND SMOKE EXHAUST DUCT PENETRATIONS.

6. RE: ARCHITECT SHEET CA-11 AND CA-12 REFLECTED CEILING PLANS FOR LOCATIONS OF RATED PARTITIONS AND ACOUSTICALLY INSULATED PARTITIONS. (SOUND WALLS).
7. SEAL DUCTS PASSING THRU ALL SOUND WALLS WITH HIGH DENSITY SPONGE NEOPRENE ROD.

HENDRIX & MYERS
CONSULTING ENGINEERS
JUN 16 1988

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Hendrix Consulting Engineers, P.C.

B. Hendrix
Signature of Certifying Official

Byron Hendrix
Printed Name of Certifying Official

Owner, Professional Engineer
Title of Certifying Official

02-11-2025
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 Byron J. Hendrix
Signatory Name
the Owner of Hendrix Consulting Eng., on behalf of said firm.
Signatory Title Entity Name



Gina L. Bunch
Notary Public in and for the
State of Texas

My commission expires: 09/20/2025

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
		Label ceiling grid for concealed electrical disconnects
FIRE PROTECTION		
	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
	SPRINKLER	All saddle tap connections require the removed tab to be hung beneath the tap created. Hanging with wire is acceptable.
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	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.
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	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.
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile, spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
	LABELING	Label ceiling grid for concealed HVAC equipment.
PAINTING		
	PREP	
	PRIME	
	APPLICATION	
	INTERIOR WALLS	Use only wilco standard colors and materials, DO NOT color-match
PLUMBING		
	LAYOUT	No plumbing walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
		Provide plumbing for in-line filtration at all ice-maker locations
	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
	ICE MACHINES	Locate multi-stage/ multi -cartridge commercial filter for easy maintenance access at each ice machine
	LABELING	Label ceiling grid for concealed equipment locations of water valves
ROOFS		
	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
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	SOLAR	Design roof structure with the capacity to support future solar panel installation.
STRUCTURAL		

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	ENVELOPE	Building envelope should be weather tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise

WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

Hendrix Consulting Engineers, P.C.
Round Rock, TX United States

Certificate Number:
2025-1264169

Date Filed:
02/03/2025

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.

CJC Chiller Plan & Boiler
MEP Engineering Design

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.



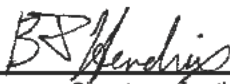
6 UNSWORN DECLARATION

My name is Byron Hendrix, and my date of birth is .

My address is , , TX, 78665, 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 3rd day of February, 2025.
(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.

Hendrix Consulting Engineers, P.C.
Round Rock, TX United States

Certificate Number:
2025-1264169

Date Filed:
02/03/2025

Date Acknowledged:
02/18/2025

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.

CJC Chiller Plan & Boiler
MEP Engineering Design

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**26.****Meeting Date:** 02/25/2025

Award of Environmental Testing and Remediation Services Agreement to Terracon Consultants, Inc. for Lake Creek Annex Project for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ74 to Terracon Consultants, Inc., for Environmental Testing and Remediation Services for the Lake Creek Annex Project, in the amount of Twenty-Three Thousand, Four Hundred Dollars (\$23,400.00) and authorize execution of the agreement. P632

Background

Terracon Consultants, Inc is recommended for award through RFSQ #24RFSQ74 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 11.26.24 agenda item no.14. Terracon Consultants, Inc., is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ74 pool where Terracon Consultants, Inc received the highest score for this project. This Agreement for Design Services between Williamson County and Terracon Consultants, Inc, is for the Lake Creek Annex, 405 Martin Luther King Jr, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The Funding Source is P632 and the point of contact is Christy Matoska.

Fiscal Impact

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

Attachments

Agreement for Lake Creek Annex_Terracon
Form 1295 Terracon Complete

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/20/2025 09:24 AM

02/20/2025 09:29 AM

Started On: 02/14/2025 12:37 PM



AGREEMENT FOR ENVIRONMENTAL TESTING AND REMEDITATION SERVICES

PROJECT: Lake Creek Annex ("Project")

ENVIRONMENTAL TEST ENGINEER: Terracon Consultants, Inc. ("Test Engineer")
Hilary D. Johns, P.G./Senior Principal
5307 Industrial Oaks Blvd., Suite 160
Austin, TX 78735

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

THIS AGREEMENT FOR ENVIRONMENTAL TEST ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and Test Engineer.

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 intends to construct improvements to its Lake Creek Annex Project; and

WHEREAS, County desires that Test Engineer perform certain professional services in connection with the Project; and

WHEREAS, Test Engineer represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Test Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

Test Engineer agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to Test Engineer compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide Test Engineer with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to Test Engineer; however, any and all such information shall remain the property of County and shall be returned, if County so instructs Test Engineer.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

National Environmental Policy Act (NEPA)

2.3.2

U.S. Army Corps Regulations

ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

Test Engineer warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Test Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

Test Engineer must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

Test Engineer covenants and represents that Test Engineer, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, Test Engineer shall perform professional environmental test engineering services for the Project, which are acceptable to County, based on standard engineering and construction materials testing practices and the scope of work described on the Exhibits attached to this Agreement.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

Test Engineer shall not commence work until Test Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

Test Engineer agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Not to Exceed Amount.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer the not to exceed amount of **Twenty-Three Thousand, Four Hundred Dollars (\$23,400.)** hereinafter called the "NTE Amount".

The NTE Amount is based upon all estimated time and material costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices for the Basic Services actually provided and performed based on the method and rates set forth in **Exhibit B**. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated NTE Amount.

6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for

costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Thirty-Four Dollars (\$234.)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates as set forth in **Exhibit B – Fee Schedule**.

Test Engineer shall not, however, be compensated for work made necessary by Test Engineer's negligent errors or omissions. In the event of any dispute over the classification of Test Engineer's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on Test Engineer

It is expressly understood and agreed that Test Engineer shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon the services which have been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with the completed test reports setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement 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 Test Engineer seeks reimbursement from the County, the charges shall be accompanied by time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor and an affidavit signed by an officer or principal of the Test Engineer 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.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

Upon submittal of the initial invoice, Test 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.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to Test 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. Test 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, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and Test Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between Test Engineer and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to Test 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 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving Test Engineer written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's

Designated Representative may take such action or make such decision or determination or shall notify Test 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 County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

Test Engineer's Designated Representative for purposes of this Agreement is as follows:

Terracon Consultants, Inc.
Hilary D. Johns, P.G., Senior Principal
5307 Industrial Oaks Blvd., Suite 160
Austin, TX 78735

Test Engineer shall have the right, from time to time, to change Test 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 Test Engineer under this Agreement, Test 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 Test Engineer's Designated Representative on behalf of Test Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by Test Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by Test Engineer's Designated Representative shall be binding on Test Engineer. Test Engineer's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of Test Engineer.

ARTICLE 10

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Test Engineer at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Test Engineer: Terracon Consultants, Inc.
5307 Industrial Oaks Blvd., Suite 160
Austin, TX 78735

Attention: Hilary D. Johns, P.G.
Senior Principal

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

ARTICLE 11 PROGRESS EVALUATION

Test Engineer shall, from time to time during the progress of the Basic Services, and, when applicable, progress of Additional Services, confer with County at County's election. Test 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 Basic Services and any applicable Additional Services. At the request of County or Test Engineer, conferences shall be provided at Test 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 Test Engineer's services. County may, from time to time, require Test Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement then County shall review same with Test Engineer to determine corrective action required.

Test Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then Test Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. Test Engineer shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

13.1 Review Process.

Test Engineer's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Test Engineer and supporting documents (collectively referred to hereinabove and hereinafter as the "Test Engineer Work Product(s)"), shall be submitted by Test Engineer on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by Test Engineer on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify Test Engineer in writing within such **thirty (30)-day** period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify Test Engineer and County's technical review process will begin.

If the submission is not Complete, County will notify Test Engineer, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to Test Engineer, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of Test Engineer's Work Product, County shall deduct **One Thousand Dollars (\$ 1,000)** from the Test Engineer's NTE Amount for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, Test Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on Test Engineer.

Test 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 County nor shall Test Engineer be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon Test Engineer's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving Test Engineer **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, Test Engineer shall have the option of terminating this Agreement and, in the event, Test Engineer shall be compensated for all Basic Services performed and reimbursable expenses

incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for Test Engineer to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by Test Engineer shall be grounds for termination of this Agreement, and any increased costs arising from Test Engineer's default, breach of contract, or violation of contract terms shall be paid by Test Engineer.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to Test Engineer, as a consequence of failure by Test Engineer to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of Test Engineer, upon not less than **thirty (30) days** written notice to Test Engineer.

16.5

By satisfactory completion of all Testing Engineer Engineering Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Test Engineer. In determining the value of the Basic Services performed by Test Engineer prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on services actually performed and completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If Test Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Test Engineer, then County shall give consideration to the actual

costs incurred by Test Engineer in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of Test Engineer to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, Test Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Test Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Test Engineer in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Test Engineer Work Products") prepared by Test Engineer and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Test Engineer's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Test Engineer.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, Test 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 Agreement. Copies may be retained by Test Engineer. Test 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 Test Engineer or anyone connected with Test Engineer, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by Test Engineer without cost to County.

Upon execution of this Agreement, Test Engineer grants to County permission to reproduce Test Engineer's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. Test Engineer shall obtain similar permission from Test Engineer's subcontractors/ subconsultants consistent with this Agreement. If and upon the date Test Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes,

corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of Test Engineer. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of Test Engineer Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Test Engineer Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Test Engineer Work Products shall be at County's sole risk and without liability to Test Engineer and its subconsultants.

Prior to Test Engineer providing to County any Test Engineer Work Products in electronic form or County providing to Test Engineer any electronic data for incorporation into Test Engineer Work Products, County and Test Engineer shall, by separate written agreement, set forth the specific conditions governing the format of such Test Engineer Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by Test Engineer for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Test Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Test Engineer shall be relied upon.

Test Engineer shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by Test Engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

Test Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of Test Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Test Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. Test Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. Test Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

Test Engineer shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve Test Engineer of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

Test Engineer shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the environmental test engineering profession, and in recognition of such standards, Test 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 Agreement, including, without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Test Engineer shall furnish County with satisfactory proof of its compliance.

Test Engineer shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

Test Engineer shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

TEST ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TEST ENGINEER, TEST ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TEST ENGINEER INCLUDING, WITHOUT LIMITATION, TEST ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH TEST ENGINEER EXERCISES CONTROL.

TEST ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM TEST ENGINEER'S FAILURE TO PAY TEST ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS,

OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY TEST ENGINEER.

TEST ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY TEST ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT TEST ENGINEER'S OBLIGATIONS UNDER THIS ARTICLE 22. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM TEST ENGINEER IS NOT LEGALLY LIABLE, TEST ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO TEST ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN TEST ENGINEER AT COUNTY'S COST. TEST ENGINEER SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT TEST ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE TEST ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

PROFESSIONAL'S RESPONSIBILITIES

Test Engineer shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Test Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. Test 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 PROFESSIONAL'S SEAL

The responsible environmental test engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Board of Registration for Engineering Professionals.

ARTICLE 25 INSURANCE

Test Engineer shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

Test Engineer, at Test Engineer's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

Test Engineer shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. Test Engineer further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which Test Engineer is responsible hereunder, Test Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in Test Engineer's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

Test Engineer shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, Test Engineer shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Test Engineer hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Test Engineer shall furnish County with a certification of coverage issued by the insurer. Test Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Test 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.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by Test Engineer, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of Test Engineer, Test Engineer shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

Test Engineer shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. Test Engineer must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.9.2

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by Test Engineer shall be borne solely by Test 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**.

**ARTICLE 26
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Test Engineer may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

**ARTICLE 27
SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 29
TEST ENGINEER'S ACCOUNTING RECORDS**

Test Engineer agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses

of other providers and provide such other details as may be requested by the County Auditor for purposes of making audits, examinations, excerpts and transcriptions. Test Engineer agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. Test Engineer further agrees that County shall have access during normal working hours to all necessary Test Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give Test Engineer reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

Test Engineer understands and agrees that time is of the essence and that any failure of Test Engineer to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. Test Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Test Engineer's standard of performance as defined herein. Where damage is caused to County due to Test Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Test Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor Test Engineer shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional environmental test engineering services performed or furnished by Test Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Test Engineer's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by Test Engineer are made on the basis of information available to Test Engineer and on the basis of Test Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since Test 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, Test Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Test Engineer prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after Test 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 Test Engineer), whether or not it results from, or involves, any action or failure to act by Test Engineer or any employee or agent of Test Engineer and which arises in any manner from the performance of this Agreement, Test Engineer shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. Test Engineer shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon Test 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 Test Engineer's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force

or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall Test Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 TEST ENGINEER'S REPRESENTATIONS

Test Engineer represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. Test Engineer further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for Test Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-

stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, 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.

TEST ENGINEER:

Terracon Consultants, Inc.

By: 
Signature

Hilary D. Johns
Printed Name

Senior Principal
Title

Date Signed: 2/12/25

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THIS AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THIS AGREEMENT, THIS AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the NTE Amount provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard environmental test engineering practices:

GENERAL REQUIREMENTS

Right-of-Entry and Coordination. Test Engineer shall notify County and secure permission to enter private property to perform any surveying, environmental, or engineering activities needed off County property. In pursuance of County's policy with the general public, Test Engineer shall not commit acts which would result in damages to private property, and Test Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. Test Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

Progress Reporting. Test Engineer shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether Test Engineer is invoicing for that month.

Coordination. Test Engineer shall coordinate issues through County's PM. County will communicate resolution of issues and provide Test Engineer direction through County's PM.

Quality Assurance (QA) and Quality Control (QC). Test Engineer shall provide peer review at all levels. For each deliverable, Test Engineer shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should Test Engineer fail to provide the evidence of quality control. Test Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document

Naming of Electronic Project Files and Organization of Design Project Folders. Test Engineer shall use succinct and understandable file names including project name, file content, date created (i.e. "Project_DOCUMENT_yyyy.mm.dd"). Test Engineer shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

General Scope of Services.

The Test Engineer, being an Environmental, Testing & Remediation firm, will perform Environmental Site Assessments (ESA) which will be performed consistent with the procedures included in ASTM E1527-21, Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process. The purpose of the ESA is to assist the County in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the Project's site. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Test Engineer in evaluation of RECs associated with the site.

REC Definition

RECs are defined by ASTM E1527 -21 as "(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment*; (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment*; or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." The ESA includes consideration of the movement of hazardous substances and petroleum products in any form, including migration of vapor in the subsurface. A *de minimis* condition is not a REC.

EXHIBIT B

FEE SCHEDULE

The following shall serve as the Fee Schedule for Test Engineer's performance of the Basic Services :

- ESA - \$9,700.
- Asbestos Survey - \$13,700.

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of this Agreement and the denominator of which is the index number for the first month of this Agreement (the index number for the month in which this Agreement 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 C

PRODUCTION SCHEDULE

Test Engineer will commence the Basic Services upon receipt of the written notice to proceed. The Basic Services and a final report will be submitted within 20 business days after receipt of County's written notice to proceed, provide that site access can be obtained within five days after the notice to proceed.

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

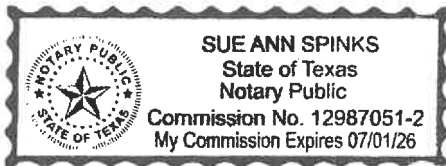
Terracon Consultants, Inc.

Hilary Johns
Signature of Certifying Official
Hilary D. Johns
Printed Name of Certifying Official
Senior Principal
Title of Certifying Official
2/12/25
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 *Hilary Johns*
the *Senior Principal* of *Terracon*, on behalf of said firm.
Signatory Title Entity Name



Sue Ann Spinks
Notary Public in and for the
State of Texas
My commission expires: *07-01-2026*

EXHIBIT F
CERTIFICATES OF INSURANCE

Test Engineer and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

**OFFICE USE ONLY
CERTIFICATION OF FILING**Certificate Number:
2025-1266594Date Filed:
02/07/2025

Date Acknowledged:

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.**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**Terracon Consultants, Inc.
Austin, TX United States**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

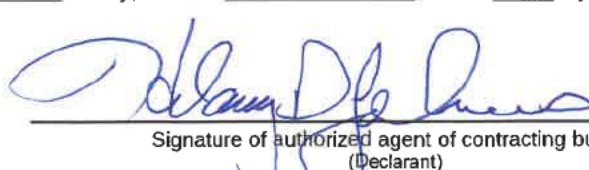
Williamson County, Texas

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.Lake Creek Annex
Environmental Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Packer, Gayle	Olathe, KS United States	X	
	Anderson, Timothy	Phoenix, AZ United States	X	
	Anderson, William	Savannah, GA United States	X	
	Roberts, Jeffrey	Houston, TX United States	X	
	Sander, Jason	Cincinnati, OH United States	X	
	Kephart, Jason	Olathe, KS United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**My name is Hilary D. Johns, and my date of birth is [REDACTED]My address is [REDACTED], TX, 78735, 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 7th day of February, 20 25.
(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.

Terracon Consultants, Inc.
Austin, TX United States

Certificate Number:
2025-1266594

Date Filed:
02/07/2025

Date Acknowledged:
02/18/2025

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.

Lake Creek Annex
Environmental Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Packer, Gayle	Olathe, KS United States	X	
	Anderson, Timothy	Phoenix, AZ United States	X	
	Anderson, William	Savannah, GA United States	X	
	Roberts, Jeffrey	Houston, TX United States	X	
	Sander, Jason	Cincinnati, OH United States	X	
	Kephart, Jason	Olathe, 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**27.****Meeting Date:** 02/25/2025

Award of RFSQ #25RFSQ7 Design and Engineering Services Agreement to Ramirez Simon Engineering, LLC for ESOC Generator Docking Station for Facilities Management.

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Ramirez Simon Engineering, LLC, for the ESOC Generator Docking Station project, in the amount of Forty-Three Thousand, Three Hundred Dollars (\$43,300.00) and authorize execution of the agreement.

Background

Ramirez Simon Engineering, LLC is recommended for award through RFSQ #25RFSQ7, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 01.07.25 agenda item no.32. Ramirez Simon Engineering, LLC, is being recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool where Ramirez Simon Engineering, LLC received the highest score for this project. This Agreement for Design Services between Williamson County and Ramirez Simon Engineering, LLC, is for the ESOC Generator Docking Station, 911 Tracy Chambers, 78626, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The Funding Source is 01.0100.01071.04100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Agreement ESOC Generator Docking Station_Ramirez Simon
Form 1295 Ramirez Simon Engineering Complete

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 01:16 PM
02/19/2025 03:38 PM
Started On: 02/14/2025 12:38 PM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: ESOC Generator Docking Station ("Project")

**ARCHITECT/
ENGINEER:**

Ramirez-Simon Engineering, LLC ("A/E")
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

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

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **add quick connects (docking station) for roll-up generator and load bank located at the Emergency Service Operations Center (ESOC);** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2

CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see *also* Tex. Gov't Code, Ch. 469).

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from

the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Three Thousand Three Hundred and No/100 Dollars (\$ 43,300.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Thirty-Three and No/100 Dollars (\$ 433.00)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8

TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Simon-Ramirez Engineering, LLC
Steven Simon, P.E., Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an

individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Ramirez-Simon Engineering, LLC
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

Attention: Steven Simon,
P.E., Principal

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

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as , all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.**

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES

OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of **\$ 1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **\$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required

hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.9.2

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not enter any unauthorized areas of the Williamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and

complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Ramirez-Simon Engineering, LLC

By: 
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 2/5/25

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

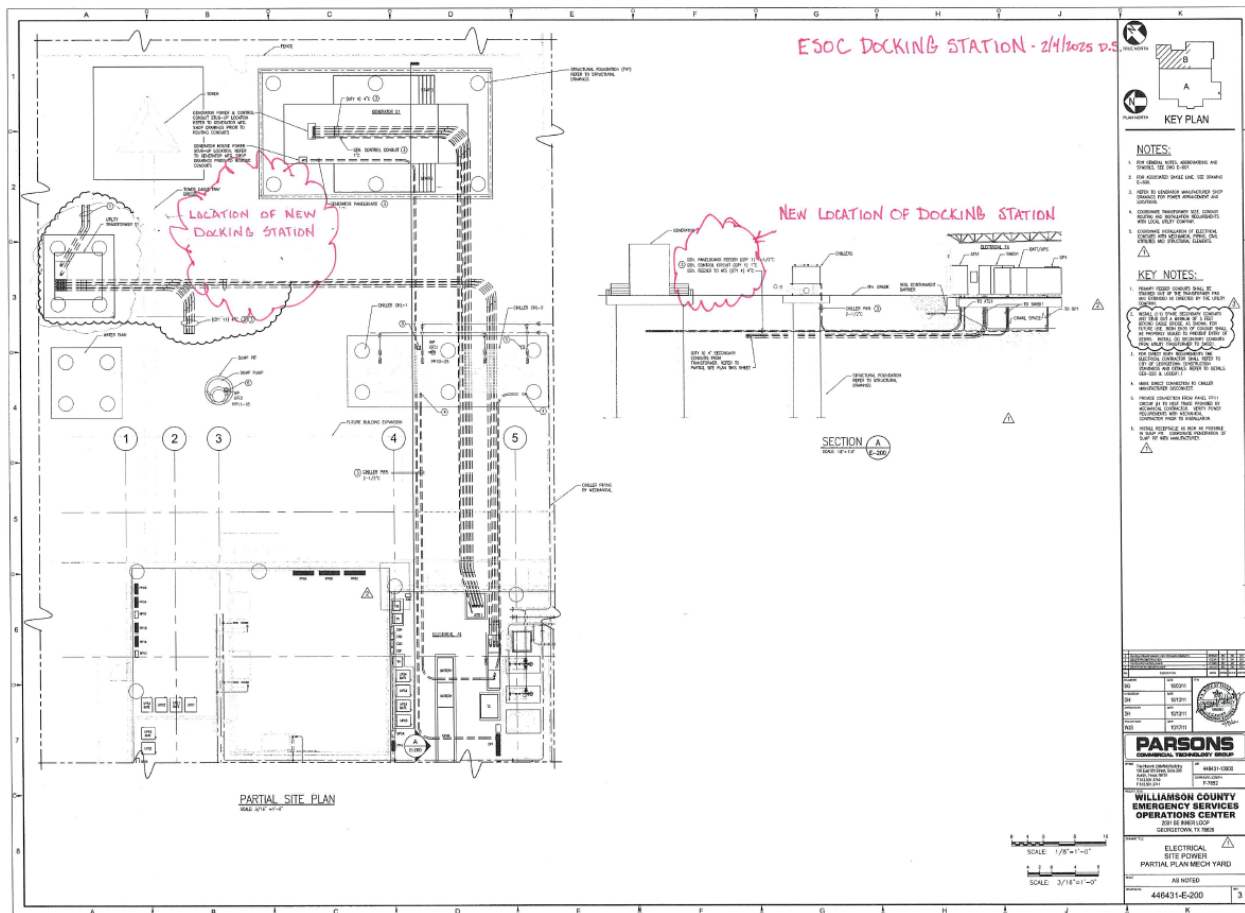
<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Emergency Services Operations Center
911 Tracy Chambers Lane, Georgetown TX 78626
ESOC
4100-1071

Williamson County wishes to add a new docking station to allow for a temporary generator and load bank connection to provide a dual purpose, manual transfer switch, with a docking station and connection for the load bank.

A/E shall evaluate existing site conditions and provide design documents.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Provide preliminary materials selection board to County for review with internal departments.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural,

- structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
 - C. Prepare a detailed cost estimate of the project on a form acceptable to County.
 - D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
 - E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
 - F. Update preliminary materials selection board or provide new for County project records.
 - G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.
- C. Conduct and oversee pre-construction meeting.
- D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- F. Conduct and oversee bi-weekly progress meetings.
- G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 43,300	100%
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87%	Ramirez-Simon Engineering, LLC	\$ 37,800	
13%	Gessner Engineering	\$ 5,500	

Phase I-II - SCHEMATIC DESIGN/DESIGN DEVELOPMENT	\$ 12,990	30%
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Ramirez-Simon Engineering, LLC	\$ 11,340	
Gessner Engineering	\$ 1,650	

Phase III - CONSTRUCTION DOCUMENTS	\$ 21,650	50%
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Ramirez-Simon Engineering, LLC	\$ 18,900	
Gessner Engineering	\$ 2,750	

Phase IV - REGULATORY REVIEW AND PERMITS	\$ 1,299	3%
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Ramirez-Simon Engineering, LLC	\$ 1,134	
Gessner Engineering	\$ 165	

Phase V - BIDDING, AWARD, AND EXECUTION	\$ 866	2%
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Ramirez-Simon Engineering, LLC	\$ 756	
Gessner Engineering	\$ 110	

Phase VI - CONSTRUCTION ADMINISTRATION	\$ 5,629	13%
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Ramirez-Simon Engineering, LLC	\$ 4,914	
Gessner Engineering	\$ 715	

Phase VII - PROJECT CLOSE-OUT	\$ 866	2%
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Ramirez-Simon Engineering, LLC	\$ 756	
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Gessner Engineering	\$	110
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EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Four Hundred Twelve **(412) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

02/25/25

Phase I-II - SCHEMATIC DESIGN/DESIGN DEVELOPMENT

Preliminary Scope and Budget analysis deliverables	03/27/25
30% Plans, Specifications and Estimate deliverables	04/03/25
County written authorization to proceed to next phase	04/24/25

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	07/07/25
Complete Plans, Specifications and Estimate deliverables	05/15/25
County written authorization to proceed to next phase	06/05/25

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	07/04/25
Plans submittal to TDLR and Permit application submittal to City	07/11/25
Construction Permits received from City	08/08/25

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	08/15/25
County advertises project for Bid	09/05/25
Contract Award	10/06/25

Phase VI - CONSTRUCTION ADMINISTRATION ☐

Contractor Notice to Proceed	10/14/25
Construction Substantial Completion	01/13/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	03/13/26
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All services shall be complete on, or before:	04/13/26
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EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Ramirez-Simon Engineering, LLC

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

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 _____
the _____ of _____, on behalf of said firm.
Signatory Name
Signatory Title Entity Name

Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non 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
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Ramirez Simon Engineering
Houston, TX United States

Certificate Number:
2025-1266223

Date Filed:
02/07/2025

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.

PSA 2025.02.05
ESOC Docking Station

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 Steven Simon, and my date of birth is .

My address is , , TX, 77095, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 11 day of Feb, 2025.
(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.

Ramirez Simon Engineering
Houston, TX United States

Certificate Number:
2025-1266223

Date Filed:
02/07/2025

Date Acknowledged:
02/18/2025

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.

PSA 2025.02.05
ESOC Docking Station

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**28.****Meeting Date:** 02/25/2025

Atlas 24RFSQ12 R&B WA1 SA1 On Call Mtls Testing & Geotech Engr Svcs

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under the Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024, for O Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This supplemental is to extend the expiration date to December 31, 2026, and increase the maximum amount payable to \$175,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Atlas 24RFSQ12 R&B WA1 SA1 On Call Mtls Testing & Geotech Engr Svcs

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/10/2025

Reviewed By

Hal Hawes

Delia Colon

Date

02/10/2025 10:49 AM

02/10/2025 03:11 PM

Started On: 01/31/2025 03:49 PM

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective September 24, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to December 31, 2026. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$75,000.00 to \$175,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

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

FIRM:

COUNTY:

By: _____
Signature

By: _____
Signature

Printed Name

Bill Gravell, Jr.
Printed Name

Title

Williamson County Judge
Title

Date

Date

Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**29.****Meeting Date:** 02/25/2025

KC Engineering 21RFSQ14 R&B WA3 SA1 Engr Design Svcs for CMF

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Central Maintenance Facility. This supplemental is to extend the expiration date to September 30, 2025. Funding source: P536.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KC Engineering 21RFSQ14 R&B WA3 SA1 Engr Design Svcs for CMF

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/13/2025

Reviewed By

Hal Hawes

Delia Colon

Date

02/13/2025 09:21 AM

02/13/2025 10:27 AM

Started On: 02/12/2025 03:58 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the Central Maintenance Facility

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 3 dated effective January 23, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: 
Signature

Greg Haley, P.E.
Printed Name

President
Title

February 12, 2025
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**30.****Meeting Date:** 02/25/2025

KC Engineering 21RFSQ14 R&B WA5 SA1 Engr Design Svcs for Skyview Drive Bridge Project

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for the Skyview Drive Bridge Project. This supplemental is to extend the expiration date to September 30, 2025. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KC Engineering 21RFSQ14 R&B WA5 SA1 Engr Design Svcs for Skyview Drive Bridge Project

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/13/2025

Reviewed By

Hal Hawes

Delia Colon

Date

02/13/2025 09:21 AM

02/13/2025 10:33 AM

Started On: 02/12/2025 04:04 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the Skyview Drive Bridge Project

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective August 20, 2024 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: Greg Haley, P.E.

Signature

Greg Haley, P.E.

Printed Name

President

Title

February 12, 2025

Date

COUNTY:

By: _____

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**31.****Meeting Date:** 02/25/2025

Authorize Issuing RFP #25RFP30 Public involvement, information and education related to the implementation of Williamson County Infrastructure projects for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for public involvement, information and education related to the implementation of Williamson County Infrastructure projects, under RFP #25RFP30.

Background

Williamson County is soliciting for public involvement, information and education related to the implementation of Williamson County Infrastructure projects, \$7,000,000.00 over 7 years. There will be two contracts. The estimated budgeted amount is \$10,150,000.00. The funding sources (P-numbers) for \$6,650,000.00 TBD at a later time. Additional funding sources: 01.0200.0210.004100 \$3,500,000.00. Origination ID #2094 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:05 PM

02/19/2025 03:32 PM

Started On: 02/14/2025 12:36 PM

Commissioners Court - Regular Session**32.****Meeting Date:** 02/25/2025

Chasco 24IFB39 CO1 CR 404

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Change Order No 1 to contract number 24IFB39 for Chasco Constructors LTD., LLP in the amount of (\$85,547.10) for CR 404 Pavement Rehabilitation. Funding source: P646.

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was \$1,684,848.00. With the deduction of this Change Order in the amount of (\$85,547.10), the final contract amount will be \$1,599,300.90.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Chasco 24IFB39 CO1 CR 404

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/18/2025

Reviewed By

Delia Colon

Date

02/18/2025 04:54 PM

Started On: 02/18/2025 04:09 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Contractor: Chasco Constructors LTD.,LLP NTP Required: ☐ Yes ☒ No

Project Name: CR 404 Pavement Rehabilitation

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

Contract Award Date:	<u>4/30/2024</u>
Project Number:	<u>24IFB39</u>
Funding Source:	_____
Roadway:	<u>CR404</u>

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).

<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>	The following information must be provided
THE CONTRACTOR	Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u>
Date <u>2/14/25</u>	Amount reduced by this change order: <u>(\$85,547.10)</u>
By <u>Beth Carpenter</u>	Original Contract Amount: <u>\$1,684,848.00</u>
Typed/Printed Name <u>Beth Carpenter</u>	Total Change Orders To-Date: <u>1</u>
Typed/Printed Title <u>Project Manager</u>	Percent Change In Original Contract: <u>-5.00%</u>

RECOMMENDED FOR EXECUTION:

[Signature] 2/18/25
Williamson County Construction Staff Date
[Signature] 2-18-25
Director of Road and Bridge Date

RECOMMENDED FOR EXECUTION:

[Signature] 2/18/2025
Department of Infrastructure Date
Williamson County

APPROVED:

3rd Party Signature Date

Presiding Officer of the
Williamson County Commissioners Court Date

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**33.****Meeting Date:** 02/25/2025

Approval of Agreement for Printer Rental with Miller Imaging for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Contract #2025131 between Miller Imaging and Williamson County for a 12-month term HP T2600 Printer Rental in the amount of \$4,200.00 and authorize execution of the service agreement.

Background

Williamson County Land Development and Road and Bridge divisions will utilize this large format plotter to print maps, plan sets, roadway designs, public meeting publications, plats and project documents. The scanner function will mainly be utilized by Land Development for platting and development, as every plat that is reviewed needs to be scanned prior to and after signature. Both Contract Audit and General Counsel have reviewed the vendor's agreement per Origination ticket #1942. The funding source is 0.0200.0210.004621 and the point of contact is Nathan Maly.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form 1295 - Miller Imaging

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 10:17 AM

02/19/2025 10:55 AM

Started On: 02/04/2025 02:47 PM



MILLER
imaging & digital solutions

Rental Managed Print Services Agreement

Downtown Austin / 78702
1000 E. 7th Street
P: 512-478-8793

North Austin / 78758
10713 Metric Boulevard
P: 512-837-8888

Company:	Williamson County Dept. of Infrastructure	Mfg./Model # / Serial #:	HP T2600ps dr [REDACTED]
Miller IDS #:	[REDACTED]	Start Date:	TBD
Contact Name:	Jenifer M. Favreau	Term / # of Months:	12
Address:	3151 SE Inner Loop	Monthly Pymt:	\$350.00
City / Zip:	Georgetown / 78626	Service Fee/Allowance:	N/A 1,000 sq. ft.
Phone:	512.943.1937	Starting Meter Read:	22,524 sq. ft.
Email:	jenifer.favreau@wilco.org		

All applicable taxes apply.

MPS Cost Per Sq. Ft.

\$0.35

Terms & Conditions:

1. This Rental MPS agreement will automatically renew unless canceled by the customer with 60-day written notice prior to the expiration date.
2. At the end of the contract term the customer has the following options:
 - a. Renew the agreement on an annual basis at agreed upon terms at that time.
 - b. Upgrade the system to a newer model at agreed upon terms at that time.
3. This agreement **DOES** include service and consumable items defined as ink cartridges, maintenance cartridges, printheads, etc.
4. This agreement **DOES** include 20lb bond media (17" to 36" width).
5. To avoid disruption of service or shipment of supplies, the customer must not have a payment more than 30 days past due.
6. Delivery of consumables will incur a delivery fee.
7. Meter charges will be billed on a monthly basis. Miller IDS will install an app to report the monthly usage for billing purposes. In the event the app does not work within the customer infrastructure, the customer will be required to email the meter readings to Miller IDS at the end of each month.
 - a. Failure to provide a monthly meter reading could result in the cancellation of the MPS portion of this agreement.
8. The MPS fees in this agreement will be reviewed annually and can be changed with 30 days written notice. Price changes will not exceed 10%.
9. Meter fees can change at any time with 30 days written notice. Price changes will not exceed 10%.
10. All service calls covered by this agreement will be performed during normal business hours of 8:00 AM to 5:00 PM, Monday through Friday.
11. This agreement covers the cost of service replacement parts, labor and travel in Zone 1.
 - a. Zone 1 – Austin - Bastrop, Blanco, Burnet, Caldwell, Hays, Travis & Williamson
 - b. Zone 1 – San Antonio - Bexar, Comal, Guadalupe, Wilson, Atascosa, Medina
12. An additional \$85.00 per hour each way travel fee will be charged for service calls outside of Zone 1.
13. Service calls not covered by this agreement are billed at \$150.00 for the first half hour plus \$150.00 for each additional hour.
14. The customer is responsible for installing the consumables to include ink cartridges, toner, print heads, maintenance cartridges, media, etc. Service calls specifically related to consumable replacement are billable calls. Customers are responsible for maintaining the necessary consumables at all times.
15. Humidity in media creates imaging problems and transport (paper jams) problems. All media is packaged in plastic bags to protect against humidity. It is recommended that media be wrapped and sealed when not in use. Repeated calls related to moisture in media can become a billable service call and are not covered by this agreement.
16. Miller IDS reserves the right to void this agreement and the customer forfeits any fees previously paid if any of the following conditions are found to exist:
 - a. Damage to the equipment that is the result of misuse, abuse, accident or disaster by persons not employed by Miller IDS.
 - b. Equipment is placed in an area where it is subjected to unreasonable environmental conditions or an area which is inconsistent with manufacturer's stated space, electrical or environmental requirements.
 - c. Equipment is modified, altered or serviced by other than Miller IDS Service Technicians.

Install Location:

DOI - Land Development
3151 SE Inner Loop
Georgetown TX, 78626

By signing this agreement, I agree to all the terms and conditions of the Miller IDS Rental MPS Agreement.

Customer Signature:

[REDACTED]

Miller IDS Signature:

Matthew Resek

P.O. Number:

[REDACTED]

Date:

[REDACTED]

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.

Miller Imaging & Digital Solutions
Austin, TX United States

Certificate Number:
2025-1265528

Date Filed:
02/05/2025

Date Acknowledged:
02/06/2025

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.

2025131
rental of printer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Lucinda	Austin, TX United States	X	
	Miller, Joshua	Austin, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

Miller Imaging & Digital Solutions
Austin, TX United States

Certificate Number:

2025-1265528

Date Filed:

02/05/2025

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.

2025131
rental of printer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Miller, Lucinda	Austin, TX United States	X	
	Miller, Joshua	Austin, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Lucinda (Luci) Miller

and my date of birth is

My address is
(street)

(city)

(state)

(zip code)

(country)

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

Executed in Travis County,

State of Texas, on the 6th day of February, 2025.

(month)

(year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**34.****Meeting Date:** 02/25/2025

Preliminary plat for the Oasis at 337 RV Park private 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 Oasis at 337 RV Park private subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and 3,147 feet of new private roads on 20 acres.

Timeline

2024-06-07 – Initial submittal of the preliminary plat

2024-07-03 – 1st review complete with comments

2024-07-19 – 2nd submittal of preliminary plat

2024-08-02 – 2nd review complete with comments

2025-01-08 – 3rd submittal of preliminary plat

2025-01-22 – 3rd review complete with comments

2025-02-04 – 4th submittal of preliminary plat

2025-02-12 – 4th review complete with comments

2025-02-18 – 5th submittal of preliminary plat

2025-02-19 – 5th review complete with clear comments

2025-02-20 – preliminary plat placed on the February 25, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Preliminary Plat - Oasis at 337 RV Park

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 11:52 AM

Started On: 02/20/2025 11:39 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 02/25/2025

Indigent/Abandoned Burial

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Carl Alan Still) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 02/21/2025

Reviewed By

Andrea Schiele

Date

02/21/2025 01:57 PM

Started On: 02/21/2025 01:55 PM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Carl Alan Still)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Carl Alan Still (SSN xxx-xx-8357) passed away on February 08, 2025, at the age of 45, at his residence located in Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 25th day of February 2025.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**36.****Meeting Date:** 02/25/2025

VFW presents a donation check to Veteran Services

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting an investment from Commander, Juan Amaya, on behalf of VFW Post 8587 for the Williamson County Veteran Services office.

Background

VFW Post 8587 donated \$5,000 to assist Williamson County Veteran Services in helping our local veterans in need.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Delia Colon

Date

02/20/2025 08:41 AM

Form Started By: Misty Cordero-Pierce

Started On: 02/19/2025 12:56 PM

Final Approval Date: 02/20/2025

Commissioners Court - Regular Session**37.****Meeting Date:** 02/25/2025

Amplify Wilco 2025

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 proclaiming March 5 - 6, 2025 as Amplify Wilco Days in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2025 Amplify Wilco Days Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 11:49 AM

Started On: 02/19/2025 09:52 AM



WHEREAS, Williamson County is proud of its community engagement and philanthropy; and

WHEREAS, last year’s inaugural Amplify Wilco Day emerged as a powerful platform for local nonprofits to connect with donors and amplify their impact in the community through a 24-hour online giving event, where over \$1M was raised for 72 nonprofit organizations in our county; and

WHEREAS, the citizens of Williamson County have shown year after year the importance of supporting local organizations that address the diverse needs of our community, spanning education, health, the arts, food, utilities support, and the environment; and

WHEREAS, this 2nd Annual Amplify Wilco Day will continue uniting businesses, individuals, and organizations, such as Friends of the Round Rock Public Library, Leander ISD Educational Excellence Foundation, Opportunities for Williamson and Burnet Counties, Taylor Pride, and Yellow House Foundation to name just a few, and create a collective force for positive change, fostering a culture of giving and making a lasting difference in the lives of our fellow residents; and

WHEREAS, Williamson County is thankful that Amplify Wilco Day has joined our county’s successful broad base of community assistance and expanded that work, by encouraging residents to support the local causes that matter most to them and contribute to the vibrancy and well-being of our county and a safety net for those in need of assistance.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims March 5 - 6, 2025, as "Amplify Wilco Days" in our county, and call upon all residents to embrace the spirit of giving through AmplifyWilco.org, which amplifies the impact of our local nonprofits, and showcases the generosity and compassion that define our home, Williamson County.

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**38.****Meeting Date:** 02/25/2025

Director District Court Administration

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 policy exception for a highly qualified hire within the All-District Courts department for the position of Director of District Court Administration.

Background

The selected candidate for the role has extensive leadership and government experience. No additional funds would be needed, as the request would be to pay the candidate the budgeted amount of \$140,046.68 already on the position. Current policy allows leadership to hire employees at 15% over the minimum of the grade. This position is graded a B.40, with the minimum set at \$111,597.56 and 15% over the minimum is \$128,337.20. The amount requested would be approx. 25% over the minimum.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Court Admin duties

Support for salary variance

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 03:25 PM

Started On: 02/06/2025 10:48 AM

DIRECTOR OF DISTRICT COURT ADMINISTRATION DUTIES

- Directs administrative and operational work related to a broad range of court management issues in support of the District Courts, including finance, budgeting, personnel, and procurement
- Advises the District Court Judiciary on administrative and operational issues related to the justice system
- Devises and directs a strategic approach to accomplish the Courts' goals and objectives

COO duties

- Represents the District Courts and presents programmatic, statistical, fiscal, and other information to department heads, including judges, legislative bodies, the Commissioners Court, and other organizations
- Serves as Public Information Officer for the District Courts and point of contact for outside stakeholders
- Coordinates the flow of information between chambers
- On behalf of the Local Administrative District Judge, serves as point of contact for Justice Center-related issues
- Works with the Local Administrative District Judge on court-wide priorities, including the Court System's response to emergencies, to include planning consultation, and collaboration with other stakeholders
- On behalf of District Judges, provides oversight of Indigent Defense Plans for Child Welfare and Criminal Matters
- Completes complex studies, data analysis, computations, plans, and reports
- Develops system-wide solutions to analyze and address backlogs and implements process improvements related to automation, scheduling, accessibility, and program sustainability
- Coordinates space and facilities needs and related procurement for the District Courts
- Develops system-wide solutions to analyze and address backlogs and implements process improvements related to automation, scheduling, accessibility, and program sustainability
- Coordinates space and facilities needs and related procurement for the District Courts
- Serves as liaison between the District Courts and various offices, including the County Auditor's Office, Human Resources, Facilities, Budget, Information Technology, and the Jail (related to inmate issues)
- Assures that policies and procedures for District Court initiatives comply with relevant state and federal law, including the Julie Kocurek Act, the Texas Fair Defense Act, and the Americans with Disabilities Act
- Manages Court Disability Access Plan and Language Access Plan, and handles issues related to vexatious litigants

Chief of Staff duties

- Manages personnel issues, including hiring and termination processes for direct reports to the District Courts
- Conducts performance evaluations, establishes goals, and makes pay decisions
- Plans and facilitates various judges' meetings
- Plans and facilitates other committee meetings on behalf of the judges, including the statutorily required Courthouse Security Committee
- Attends all meetings and training, as required

CFO Duties

- Identifies and secures grant-funding for justice initiatives, including specialty courts, and oversees grant-funded projects and initiatives
- Develops budget for District Court Administration and assists judges in developing individual chambers budgets, and manages fiscal issues for department and for courts
- Supervises county-funded department staff, grant-funded specialty court staff, and contract staff, and provides executive oversight on behalf of the District Court Judge responsible for a program as requested or needed

And the Obligatory

- Performs other duties as assigned

This is an in-person position (boots on the ground) requiring complex skills and strong interpersonal skills.

SUPPORT FOR POLICY VARIANCE FOR SALARY FOR DIRECTOR OF DISTRICT COURT ADMINISTRATION

The District Judges respectfully request a variance in the County Compensation Policy for the newly hired Director of District Court Administration. This is a key position is essential to the orderly functioning of the District Courts and provides executive-level assistance to the Local Administrative District Judge and the other District Judges. Accordingly, it is important to attract a candidate who is able to support the needs of the Courts.

In assessing the role we believe that the Director should play in supporting the Court's role in Williamson County, the District Judges wish to attract and retain a candidate with a breadth and depth of experience in and out of the public sector, and who can support us as we work to support the County's long term mission and goals. This candidate was the only applicant with the desired level of experience. He has an extensive background in leadership and deep community relationships, which make him uniquely positioned to help the courts to make a significant impact and serve as good stewards of the County's resources. His proven ability to collaborate with diverse stakeholders, including local, state, and federal agencies, will be instrumental in addressing the challenges of creating a justice system that can accommodate the county's rapid growth. His strong track record of securing support for major initiatives and managing complex projects give him the tools to gain the necessary backing from community partners to support the development of a new justice center. His commitment to ensuring access to justice for all citizens will help foster a more efficient and sustainable justice system that meets the evolving needs of the County. The candidate we have identified has varied experience in the public and private sector. Most recently, he served as Deputy Chief of Staff for a Member of Congress, and he has previous experience as Chief Operating Officer of an IT firm. All of this demonstrates that he is well-equipped to meet the demands of an executive level role in the District Courts.

Strategic-Level Qualifications

Within their role as the judicial branch, the District Courts seek to support the strategic direction of the County, including the ongoing strategic planning process that will result in significant expenditures of public moneys to enhance the justice system. As Deputy Chief of Staff, this person directly oversaw a busy congressional office, collaborated with senior leadership, and internal and external stakeholders, and developed and executed various strategic initiatives. This work is directly applicable to the position into which we have hired the candidate. It reflects deep experience in strategic planning as well as public and stakeholder relations, which we view as highly valuable.

Operational Qualifications

The District Judges recognize the importance of administrative and operational coordination provided by this role. In the process of assessing the optimal candidates, the Judges looked at the evolving role this position is expected to play, and we have prioritized management skills (which can be applied to Courts). Specifically, we believe a candidate with extensive experience and qualifications in budget management, personnel management, project management, IT issues, strategic planning, and public and stakeholder relations would best serve the courts and, through the courts, the County. As COO of an IT company, his background in managing

budgets, financial plans, and human resources aligns well with the requirements of overseeing day-to-day court operations, finance, and personnel. As Deputy COS, he had similar responsibilities that exposed him to public-sector management skills and requirements. We are confident this candidate can advise judiciary leaders on administrative issues and devise comprehensive strategies to support the District Court's mission.

In the broadest sense, the information above clearly reflects the candidate's qualifications for this position at a level that falls within the County's policy of minimum +15% for a hiring salary. However, we believe that the candidate's qualifications are such that compensation at a level beyond that is entirely appropriate.

On the big-picture side of the role, in support of this position, we would offer that the candidate has an exceptional track record in strategic leadership and operational management on a local and national level. As Deputy COS, he has coordinated with federal, state, and local authorities to build relationships that enhance constituent services in line with the priorities of his elected official. This parallels well with the need to represent the District Courts and engage with various stakeholders at a high level. His experience in stakeholder relations with various government entities aligns with serving as the point of contact for Justice Center-related issues and county-wide priorities on behalf of the District Courts.

From an administrative view of the role, as Chief Operating Officer of an IT firm and in the congressional office, he managed hiring, termination, performance evaluations, and salary decisions, similar to the personnel management required for the District Courts. This parallels with the need to provide support to the District Courts with significant autonomy so to ensure that the Judges can rely on his work and spend their time hearing cases. Additionally, his experience developing policies and strategic plans in a variety of subject areas correlates directly to meeting our need to develop system-wide solutions that aren't limited to a court-centric approach but rather takes a whole-process view to addressing backlogs and possible process improvements. His experience managing budgets, financial plans, and grant coordination makes him adept at overseeing fiscal responsibilities and securing grant funding for justice initiatives.

Through the key roles in which he has served, this candidate developed a keen ability to drive operational efficiency and build successful, collaborative relationships—all skills that directly support the goals of the District Courts and Williamson County. We believe that this is consistent with requested for a policy variance, and we would ask that you authorize us to pay the candidate a salary of \$140,000 per annum.

Commissioners Court - Regular Session**39.****Meeting Date:** 02/25/2025

Creation of a New Position in Non-Departmental for the Purpose of Military Leave

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 creation of a position in the Non-Departmental budget for the purpose of military leave.

Background

During the FY25 budget process, we created two "pseudo" positions in the Non-Departmental budget for known individuals who were out on extended military leave. These pseudo-positions were then approved by the Commissioners Court during the adoption of the budget. Recently, PCN #0090 received military orders for a four-year assignment and has opted for a payout of military leave as allowable under USERRA (Uniformed Services Employment and Reemployment Act) and Williamson County Policy. The total funding needed for this payout and the creation of a third military leave position is \$5,330.38 (salary and fringe). This is based on the first 15 days (or 120 hours) of pay as well as accrued leave in the amount of 35.10 hours. The budgeted salary for this position is \$4,309.12 and the last day worked will be 2/21/2025. Creation of the pseudo position will be effective 2/22/2025. We are recommending the use of funding created for succession planning positions/slots that are not anticipated to be used this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Ashlie Holladay

Delia Colon

Date

02/20/2025 08:14 AM

02/20/2025 10:29 AM

02/20/2025 10:41 AM

Started On: 02/19/2025 04:49 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 02/25/2025

Public Hearing for Auditor's Office Salaries

Submitted For: Julie Kiley**Submitted By:** Jalyn Morris, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:00 am Conduct a public hearing relating to a request by the County Auditor, Department 495, for a mid-year salary review on the entire County Auditor department due to retention and turnover issues and discuss (1) the reason for the funding in excess of the previously approved budget amount, including the public purpose that will be served by approving the additional funding; and (2) the exact amount and sources of the excess funding, and the terms for distribution of payments that affect and maintain the public purpose to be served by making the excess payment.

Background

The reason for the funding in excess of the budgeted amount is to fund a mid-year salary study for the County Auditor's department. Please note - no additional funding is being requested for this fiscal year. There are enough unspent salary dollars, due to vacancies, to cover the amount listed. The funding increase would not be a budget impact until Fiscal Year 2026. The payments will be made through the regular payroll process using the general fund. The public purpose is retaining highly skilled employees within the County Auditor's office who are at a high risk of being recruited or seeking employment outside of Williamson County. Recruiting efforts for senior level positions for professional staff up to directors have also been slow for over a year. Salary allocations are within current policy by only increasing payment amounts if the employee in position is below the minimum of the new grade. Please see spreadsheet attached for exact amounts of funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

HR Recommended Salaries

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jalyn Morris

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 11:43 AM

Started On: 02/18/2025 03:37 PM

HR Recommended Salaries for Existing Positions

Positon	EEID	PCN	Current Grade	Current Salary	New Grade	New Salary
First Assistant	10279	641	39	\$132,494.44	47	\$157,029.01
Finance Director	16425	640	35	\$122,735.08	43	\$129,187.99
Internal Audit Director	Vacant	635	35	\$110,067.94	43	\$129,187.99
Asst. Internal Audit Director	Vacant	646	33	\$98,099.69	39	\$106,283.63
Payroll/Operations Manager	12684	632	33	\$107,418.48	39	\$107,418.48
Asst. Finance Director	11152	634	33	\$109,301.14	39	\$109,301.14
Accounts Payable Manager	17068	633	31	\$84,799.00	37	\$96,273.30
Senior Accountant	17383	2031	30	\$91,647.57	37	\$96,273.30
Senior Internal Auditor	12352	2097	30	\$91,446.94	37	\$96,273.30
Contract Auditor	13243	637	30	\$78,238.94	37	\$96,273.30
Accountant II	15893	626	28	\$75,000.90	31	\$75,000.90
Accountant II	Vacant	625	28	\$90,715.73	31	\$82,328.90
Internal Auditor II	17177	644	28	\$73,112.78	31	\$73,112.78
Accountant II	Vacant	638	28	\$67,243.02	31	\$71,590.35
Internal Auditor II	15093	645	28	\$78,987.74	31	\$78,987.74
Accountant II	11215	1761	28	\$77,736.36	31	\$77,736.18
Internal Auditor I	16445	642	26	\$64,249.12	29	\$64,868.97
Internal Auditor I	16893	643	26	\$65,245.44	29	\$65,245.44
Payroll Lead	12969	648	26	\$81,803.41	29	\$81,803.41
Accountant I	Vacant	624	26	\$61,724.73	29	\$64,868.97
Accountant I	17098	623	26	\$56,988.10	29	\$64,868.97
Accounts Payable Lead	13318	1750	25	\$66,790.50	28	\$66,790.50
Payroll Specialist	13455	649	24	\$67,912.25	27	\$67,912.25
Payroll/AP Auditor	17259	1749	24	\$58,177.60	27	\$58,725.19
Accounts Payable Auditor	14257	2032	23	\$51,617.06	26	\$55,870.37
Accounts Payable Auditor	16044	630	23	\$53,150.24	26	\$55,870.37
Accounts Payable Auditor	15835	2096	23	\$51,688.00	26	\$55,870.37
Accounts Payable Auditor	17282	631	23	\$51,688.00	26	\$55,870.37
Accounts Payable Auditor	15462	629	23	\$53,758.28	26	\$55,870.37
Accounts Payable Auditor	17333	628	23	\$51,683.72	26	\$55,870.37
Accounts Payable Auditor *	13026	647	20	\$55,545.60	26	\$55,870.37
Accounting Specialist	17332	627	21	\$50,161.57	24	\$50,593.91

* Position name change

Commissioners Court - Regular Session**41.****Meeting Date:** 02/25/2025

Mid-year Salary Study Auditor's Office

Submitted For: Julie Kiley**Submitted By:** Jalyn Morris, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving the mid-year salary study results for the County Auditor's Office, including position changes and new salary amounts.

Background

The District Judge's held a public hearing on February 18th and approved the changes as presented. The effective date, if approved by the Commissioners Court, would be Feb. 28th. The office has unspent salary dollars, due to vacancies, to cover the additional funding needed. The office currently has five vacancies. Turnover data countywide is an 85.8% retention rate for FY24 and the Auditor's Office is sitting at 77% for the same time period. This is a decline from 93% the previous year and 86% in FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

HR Recommended Salaries

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jalyn Morris

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 11:46 AM

Started On: 02/18/2025 03:43 PM

HR Recommended Salaries for Existing Positions

Positon	EEID	PCN	Current Grade	Current Salary	New Grade	New Salary
First Assistant	10279	641	39	\$132,494.44	47	\$157,029.01
Finance Director	16425	640	35	\$122,735.08	43	\$129,187.99
Internal Audit Director	Vacant	635	35	\$110,067.94	43	\$129,187.99
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Accountant II	11215	1761	28	\$77,736.36	31	\$77,736.18
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Accounts Payable Lead	13318	1750	25	\$66,790.50	28	\$66,790.50
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Accounts Payable Auditor	16044	630	23	\$53,150.24	26	\$55,870.37
Accounts Payable Auditor	15835	2096	23	\$51,688.00	26	\$55,870.37
Accounts Payable Auditor	17282	631	23	\$51,688.00	26	\$55,870.37
Accounts Payable Auditor	15462	629	23	\$53,758.28	26	\$55,870.37
Accounts Payable Auditor	17333	628	23	\$51,683.72	26	\$55,870.37
Accounts Payable Auditor *	13026	647	20	\$55,545.60	26	\$55,870.37
Accounting Specialist	17332	627	21	\$50,161.57	24	\$50,593.91

* Position name change

Commissioners Court - Regular Session**42.****Meeting Date:** 02/25/2025

Take action on County Clerk's revised Archive Plan 2024-2025

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the plan for and the funding of the preservation and restoration of the County Clerk's revised Records Archive Plan 2024-2025.

Background

Plan with changes to include additional scope represented in the revised 2024-2025 Records Archive Plan for County Clerk records.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024-2025 Co Clerk Archive-Feb 2025 Plan

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 10:12 AM

Started On: 02/20/2025 08:28 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.

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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. We are preparing to complete the Probate cases preservation Project since we have an Interlocal Agreement with Denton County. This will allow us to use the vendor we have used on prior projects to finish up the 10,850 Probate cases.

2023 Revenue

Document Type	Forecast of # documents filed subject to fee based on 2023 filings	Anticipated maximum revenue at \$10.00 per document
Official Public Records	107,047	\$1,070,470.00

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>3,403,151.76</u>
Total	\$3,832,646.72

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.

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(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

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From SB 526 79th 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 83rd 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**43.****Meeting Date:** 02/25/2025

Budget Amendment Records Archive Fund - County Clerk

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Records Archive Fund - County Clerk.

Background

This budget amendment allows for additional expenditures to complete a record preservation project of older probate cases before the move to the new Administration building. There is sufficient fund balance available to cover this additional expenditure.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0384.0384.004550	Imaging & Microfilming	\$2,800,000.00

Attachments

2024-2025 Co Clerk Archive-Feb 2025 Plan

Form Review**Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Ganae Hempe

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Ganae Hempe

Date

02/18/2025 02:55 PM

02/19/2025 05:28 PM

Started On: 02/18/2025 01:42 PM

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.

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"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 79th 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 83rd 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**44.****Meeting Date:** 02/25/2025

Animal Shelter Donations BA Rev 02.25.25

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This is for donation collections from October 2024 through December 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	\$14,199.30
	0546.0000.367404	Animal Shelter Donations	\$269,808.42
	0546.0000.367440	Jane's Fund Donations	\$18,138.00
	0546.0000.367442	Play Yard Donations	\$120.00
	0546.0000.367443	Heart Worm Trmt Donations	\$300.00
	0546.0000.367445	SIT Team Donations	\$505.00
	0546.0000.367447	Animal Transport Donations	\$3,196.60
	0546.0000.367448	Kitten Care Donations	\$2,806.00
	0546.0000.370150	Sales of Pet Care Products	\$1,117.27

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Delia Colon

Date

02/19/2025 04:12 PM

Form Started By: Ganae Hempe
Final Approval Date: 02/19/2025

Started On: 02/17/2025 02:11 PM

Commissioners Court - Regular Session**45.****Meeting Date:** 02/25/2025

Animal Shelter Donations BA Exp 02.25.25

Submitted For: Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

This is for donation collections for October 2024 through December 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.001100	Salary	\$37,766.07
	0546.0546.002010	FICA	\$2,889.10
	0546.0546.002020	Retirement	\$6,061.45
	0546.0546.002030	Insurance	\$6,480.00
	0546.0546.003510	Purchases for Resale	\$1,170.87
	0546.0546.003670	Use of Donations	\$229,555.05
	0546.0546.004100	Professional Services	\$19,008.12
	0546.0546.004105	Foster Home Care	\$2,940.61
	0546.0546.004231	Travel	\$3,349.95
	0546.0546.004232	Training	\$529.23
	0546.0546.004509	Facility Enhancements	\$125.75

	0546.0546.004975	Animal Medical Care	\$314.39
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 04:13 PM

Started On: 02/17/2025 02:27 PM

Commissioners Court - Regular Session**46.****Meeting Date:** 02/25/2025

Road and Bridge Project Transfer

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on transferring \$157,070 from P499 (CR 201 Ph 1) to P489 (South San Gabriel Ranch Sub) and \$65,000 from P704 (CR 153) to P547 (CR 118) for the Road and Bridge projects.

Background

This transfer is necessary to cover the retainage balance on P489 (South San Gabriel Ranch Sub) and utility relocation costs associated with P547 (CR 118).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 08:43 AM

Started On: 02/19/2025 03:02 PM

Commissioners Court - Regular Session**47.****Meeting Date:** 02/25/2025

CCHFC A&B

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the engagement of the law firm of Armbrust & Brown, PLLC to represent Williamson County in relation to activities conducted by Cameron County Housing Finance Corporation in Williamson County, Texas; and exemption of these 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

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Armbrust & Brown Engagement - CCHFC

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 11:48 AM

Started On: 02/19/2025 08:31 AM

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DAVID KING
(512) 435-2305
dking@abaustin.com

February 13, 2025

VIA EMAIL

Williamson County, Texas
C/O: Hal C. Hawes,
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626
hal.hawes@wilcotx.gov

RE: Cameron County Housing Finance Corporation Activities in Williamson County

Dear Mr. Hawes:

Scope. This engagement letter, if accepted, will serve as the agreement by which Armbrust & Brown, PLLC ("A&B") will represent Williamson County, Texas, ("you") in regard to the above referenced matter. The terms of this engagement letter shall also apply, however, to any additional representation or legal service that A&B may agree to provide to you in the absence of a separate written agreement for such services or representation. Although we will endeavor to achieve a satisfactory result in this representation, it is understood that A&B makes no promises or guarantees concerning the outcome, and cannot do so.

Fees. You agree to pay A&B fees for its services and reimbursement for its expenses in this representation as described below. A&B will charge fees for services based on time spent by lawyers and legal assistants working on this representation, at hourly rates that vary based on the experience and expertise of the person performing the work. We revise our standard hourly fee schedule from time to time, and typically every year. I will be the A&B attorney primarily responsible for this engagement, with assistance from Jeff Hobbs, and it is possible that other work on this matter may be completed by other attorneys or legal assistants under my supervision. My rate and Jeff Hobbs' rate for this matter will be \$450/hour (reduced from our standard rates of \$500/hour). For other attorneys or legal assistants, rate classifications are \$500/hour for senior partners, \$450/hour for other partners, \$350/hour for associates, and \$200/hour for legal assistants.

Expenses. In addition to fees, A&B will charge for reimbursement of expenses it incurs in this representation. These expenses may include teleconference charges, copy costs, postage and delivery charges, travel expenses, filing fees, expert witness fees, costs for depositions and hearing transcripts, computerized research, document identification and imaging costs, computer database expenses, and other litigation expenses. For disbursements of \$500 or more, A&B may request

that the supplier of the goods or services bill you directly, and you agree to promptly pay amounts billed.

A&B will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. You agree to make payment promptly following receipt of each statement by means of checks or drafts payable to "Armbrust & Brown, PLLC." If any statement remains unpaid for more than 30 days A&B may, consistent with ethical obligations and applicable judicial requirements, cease performing services until satisfactory arrangements for payment have been made.

Client Document Retention. To the extent this matter involves litigation, please note that you have strict legal obligations to preserve relevant information, including halting the automatic operation of document destruction processes, such as the routine deletion of emails and other electronic files. By signing this engagement letter you agree to take immediate, reasonable and necessary steps to ensure that documents (including electronic information) relating to any ongoing or anticipated litigation made the subject of this representation are preserved and not destroyed, and to notify us if you believe that any relevant information has been lost or destroyed. Our attorneys and litigation technology staff are available to answer questions and provide assistance in this regard.

Other A&B Clients. We have reviewed our client/matter information against the information provided by you, and to the best of our present knowledge, we are aware of no actual or potential conflict in A&B proceeding with this representation.

This engagement restricts A&B's future ability to take a position adverse to you in a related legal matter (*i.e.*, a matter relating to the Cameron County Housing Finance Corporation's activities in Williamson County). A&B represents a broad base of clients in a wide variety of legal matters. As a result, it is possible that in a current or future legal matter unrelated to this engagement, you could be in a position adverse to another A&B client. You agree that A&B may represent other clients whose interests are adverse to you, including in litigation, business negotiations, transactions, including all real estate and real estate entitlement matters, or any other legal matters, provided such other representation is not substantially related to A&B's representation of you in this engagement. You further agree that A&B's representation of you in this engagement will not entail you providing A&B any confidential information or data concerning you that A&B could use on behalf of any present or future client in matters unrelated to this engagement, and you agree that A&B's receipt of information or data concerning you in connection with this representation shall not restrict A&B from representing any clients in matters unrelated to this engagement.

A&B Document Retention. A&B has a document retention policy with respect to client files. Subject to certain exceptions, once a file is closed in a particular matter, it is A&B's general policy to retain the file for a minimum of ten years, after which time it may be destroyed. We will share with you the specifics of A&B's client file retention policy at your request.

Communication. It is important that we maintain a good working relationship, and we take pride in maintaining good working relationships with our clients. If you become dissatisfied with any aspect of A&B's representation, please bring it to our attention immediately. It is our belief that most problems can be resolved by a frank and good faith discussion between us.

Terminable at will. You may terminate this engagement by written notice at any time. A&B reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

Miscellaneous. In the event of any dispute under or concerning this letter agreement or A&B's representation of you, the exclusive venue for any litigation shall be in Travis County, Texas. This engagement letter contains the entire agreement between you and A&B regarding this representation, and supersedes all previous agreements and understandings, if any, whether oral or written, regarding this representation. In agreeing to this engagement, you agree that you not relying on any promise, statement, or representation by A&B that is not contained in this letter.

To confirm your agreement to these terms of A&B's representation, please sign this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that you believe A&B has agreed to provide, please notify me immediately. Also, if you do not understand anything in this letter, or you want more information or clarification, please contact me before you sign this letter.

A copy of this letter should be retained in your files. Please contact me promptly if you have any questions about this letter or any other aspect of A&B's engagement in this matter. I look forward to working with you.

Sincerely,

ARMBRUST & BROWN, PLLC

By: 
David A. King

Accepted:

Williamson County, Texas

By: _____

Title: _____

Date: _____

Address to be invoiced:

By Email To: hal.hawes@wilcotx.gov

Commissioners Court - Regular Session**48.****Meeting Date:** 02/25/2025

Approval of Service and Purchase Contract for Annual CrowdStrike Subscription with CDW-G for Information Services

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 Service and Purchase Contract #2025138 between CDW-G and Williamson County for an Annual Subscription with CrowdStrike in the amount of \$386,497.26 pursuant to DIR contract #DIR-CPO-5303 and authorizing the execution of the purchase.

Background

This Service and Purchase Contract includes the software needed along with three engineers that monitor our Workstation and Server environments for suspicious activity and can perform remediation tasks 24/7. The vendor will manage the connections and provide customer service as outlined in the attached beginning April 25, 2025–April 24, 2026. Funding source 01.0100.0503.004505 as per FY25. Contract Audit and General Council have approved the purchase. Origination #2050. The department point of contract is Rory Tierney. The vendor is publicly traded. Therefore, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/20/2025 09:12 AM

02/20/2025 09:20 AM

Started On: 02/11/2025 11:09 AM



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

TAMMY MCCULLEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
████████	1/14/2025	CROWDSTRIKE RENEWAL	████████	\$386,497.26

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
CrowdStrike 12-Month Insight - Bundled Software Subscription Mfg. Part#: CS.INSIGHTB.SOLN.T9.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET	2900	5410370	\$0.00	\$0.00
CrowdStrike 12-Month Prevent - Bundled Software Subscription Mfg. Part#: CS.PREVENTB.SOLN.T9.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET	2900	5410373	\$0.00	\$0.00
CrowdStrike 12-Month Discover - Bundled Software Subscription Mfg. Part#: CS.DISCB.SOLN.T9.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET	2900	5410377	\$0.00	\$0.00
CrowdStrike 12-Month Falcon Complete Subscription Mfg. Part#: CS.FALCOMPS.SVC.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)	2900	5400119	\$0.00	\$0.00
CrowdStrike 12-Month Overwatch - Bundled Mfg. Part#: CS.OWB.SVC.T9.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET	2900	5410382	\$0.00	\$0.00
CrowdStrike 12-Month Falcon Complete CID Management (Complimentary) Mfg. Part#: CS.FALCOMPONBC.SOLN.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)	1	6284569	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

<u>CrowdStrike 12-Month Falcon Cloud Security Standalone Software Subscription</u>	1	7359730	\$0.00	\$0.00
Mfg. Part#: CS.FCSS.SOLN.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>Falcon Cloud Security - Flex License (1 year) - 1 license</u>	300	7847286	\$23.63	\$7,089.00
Mfg. Part#: CS.FCS.FLEX.RES.T3.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>CrowdStrike 12-Month Cloud Detection and Response Software Subscription</u>	300	7360773	\$0.00	\$0.00
Mfg. Part#: CS.CDR.SOLN.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Falcon Horizon - subscription license (1 year) - 1 workload</u>	300	8021519	\$0.00	\$0.00
Mfg. Part#: CS.FALHORIZON.SOLN.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: MARKET				
<u>CrowdStrike 12-Month Server Threat Graph Standard Software Subscription</u>	300	5428944	\$0.00	\$0.00
Mfg. Part#: CS.TG.STD.HPS.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>Falcon Overwatch Cloud Threat Hunting - subscription license (1 year) - 1 e</u>	300	7839351	\$0.00	\$0.00
Mfg. Part#: CS.OWCSTH.SVC.T9.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>Falcon Cloud Security Complete - subscription upgrade license (1 year) - 1</u>	300	7863589	\$44.87	\$13,461.00
Mfg. Part#: CS.FCSCU.SOLN.T1.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>University LMS Subscription Customer Access Pass - web-based training</u>	10	5744579	\$0.00	\$0.00
Mfg. Part#: RR.PSO.ENT.PASS.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>CrowdStrike 12-Month Essential Support</u>	1	5145023	\$26,411.11	\$26,411.11
Mfg. Part#: RR.HOS.ENT.ESTL.12M Apr 25, 2025 - Apr 24, 2026 Electronic distribution - NO MEDIA Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)				
<u>Falcon Exposure Management - subscription upgrade license (1 year) - 1 lice</u>	3200	7861294	\$13.10	\$41,920.00
Mfg. Part#: CS.EXPOMANUP.SOLN.T9.12M				

QUOTE DETAILS (CONT.)

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon FileVantage - subscription license (1 year) - 1 license	300	7879052	\$26.50	\$7,950.00
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Mfg. Part#: CS.FILEVANTAGE.SOLN.T3.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon Data Protection - subscription license (1 year) - 1 endpoint	3200	7866427	\$4.97	\$15,904.00
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Mfg. Part#: CS.DATAPROT.SOLN.T9.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

CrowdStrike 12-Month Falcon Intelligence Application	3200	7343513	\$4.09	\$13,088.00
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Mfg. Part#: CS.INTEL.SOLN.T9.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon Identity Threat Protection Complete - subscription license (1 year)	3237	7840232	\$25.95	\$84,000.15
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Mfg. Part#: CS.ITPC.SOLN.T3.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon Identity Threat Protection - subscription license (1 year) - 1 accou	3237	7840235	\$0.00	\$0.00
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Mfg. Part#: CS.ITP.SOLN.T3.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon Identity Threat Protection Complete - subscription upgrade license (3200	7840242	\$0.00	\$0.00
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Mfg. Part#: CS.ITPCU.SOLN.T3.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

Falcon for IT - subscription license (1 year) - 1 license	3200	7891027	\$8.43	\$26,976.00
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Mfg. Part#: CS.FALCONIT.SOLN.T9.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

CrowdStrike 12-Month Threat Graph Standard Software Subscription	2900	5343526	\$0.00	\$0.00
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Mfg. Part#: CS.TG.STD.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

CrowdStrike Falcon Complete - Flex License - 1 Year - Tier 7 - 1 License	2900	7036560	\$51.62	\$149,698.00
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Mfg. Part#: FC.CS.SOLN.FLEX.T7.12M

Apr 25, 2025 - Apr 24, 2026

Electronic distribution - NO MEDIA

Contract: Texas Software DIR-CPO-5303 (DIR-CPO-5303)

SUBTOTAL	\$386,497.26
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$386,497.26

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 Phone: (512) 943-1456 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 Phone: (512) 943-1456 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$386,497.26	\$10,937.87/Month	\$386,497.26	\$12,576.62/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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[REDACTED]
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Commissioners Court - Regular Session**49.****Meeting Date:** 02/25/2025

Approval of Purchase for Palo Alto Firewall Services from CDW Government, LLC for Information Services

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 #2025142 between Williamson County and CDW Government, LLC for existing subscriptions for County firewalls, in the amount of \$119,885.55, pursuant to TIPS cooperative contract #230105.

Background

Approval of this item will support the operations of the Williamson County Information Systems and the renewal of service for the County Firewall Palo Alto firewall sets and the managing Panorama device. The attached quote defines the software subscriptions renewal start dates, all ending 08/01/2026. Funding Source is 01.0100.0503.004500 for FY25. Contract Audit and General Council have approved. Origination #2134. CDW Government, LLC. Is a publicly-traded company. Therefore, no Form 1295 is required. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CDW-G Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:44 PM

02/19/2025 02:15 PM

Started On: 02/14/2025 09:03 AM



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

RORY TIERNEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
██████████	2/10/2025	UPDATED PALO RENEWAL	██████████	\$119,885.55

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1 Mfg. Part#: PAN-PA-3220-DNS-HA2-R DNS Security subscription for device in an HA pair renewal, PA-3220 SN: 016201007292 04/05/2025-08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	6137351	\$3,347.59	\$3,347.59
Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1 Mfg. Part#: PAN-PA-3220-DNS-HA2-R DNS Security subscription for device in an HA pair renewal, PA-3220 SN: 016201007294 04/05/2025-08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	6137351	\$3,347.59	\$3,347.59
Palo Alto Networks Advanced Threat Prevention - subscription license renewal Mfg. Part#: PAN-PA-820-ATP-HA2-R Advanced Threat Prevention subscription renewal for devices in HA pair, PA-820 SN: 012001024533 04/05/2025-08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	1	7162414	\$1,462.04	\$1,462.04
Palo Alto Networks Advanced Threat Prevention - subscription license renewal Mfg. Part#: PAN-PA-820-ATP-HA2-R	1	7162414	\$1,462.04	\$1,462.04

QUOTE DETAILS (CONT.)

Advanced Threat Prevention
subscription renewal for devices in
HA pair, PA-820
SN: 012001024795
04/05/2025-08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced URL Filtering - subscription license renewal (1	1	6761436	\$5,817.93	\$5,817.93
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Mfg. Part#: PAN-PA-3220-ADVURL-HA2-R
Subscription Advanced URL Filtering,
1-year, PA-3220, HA Pair Renewal
SN: 016201007292
04/05/2025-08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced URL Filtering - subscription license renewal (1	1	6761436	\$5,817.93	\$5,817.93
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Mfg. Part#: PAN-PA-3220-ADVURL-HA2-R
Subscription Advanced URL Filtering,
1-year, PA-3220, HA Pair Renewal
SN: 016201007294 04/05/2025
08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	5336776	\$4,991.12	\$4,991.12
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Mfg. Part#: PAN-SVC-PREM-3220-R
UNSPSC: 81111811
Premium support renewal, PA-3220
SN: 016201007292
04/05/2025-08/01/2026
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	5336776	\$4,991.12	\$4,991.12
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Mfg. Part#: PAN-SVC-PREM-3220-R
UNSPSC: 81111811
Premium support renewal, PA-3220
SN: 016201007294
04/05/2025-8/01/2026
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto GlobalProtect - subscription license renewal (1 year) - 1 device	1	5336639	\$3,347.59	\$3,347.59
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Mfg. Part#: PAN-PA-3220-GP-HA2-R
UNSPSC: 43233204
GlobalProtect subscription for
device in an HA pair renewal,
PA-3220
SN: 016201007294
04/05/2025-08/01/2026
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto GlobalProtect - subscription license renewal (1 year) - 1 device	1	5336639	\$3,347.59	\$3,347.59
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Mfg. Part#: PAN-PA-3220-GP-HA2-R
UNSPSC: 43233204
GlobalProtect subscription for
device in an HA pair renewal,
PA-3220
SN: 016201007292
04/05/2025-08/01/2026

QUOTE DETAILS (CONT.)

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced URL Filtering - subscription license renewal (1	1	6762756	\$1,462.04	\$1,462.04
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Mfg. Part#: PAN-PA-820-ADVURL-HA2-R

Subscription Advanced URL Filtering,
1-year, PA-820, HA Pair Renewal
SN: 012001024533 04/05/2025
08/01/2026

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced URL Filtering - subscription license renewal (1	1	6762756	\$1,462.04	\$1,462.04
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Mfg. Part#: PAN-PA-820-ADVURL-HA2-R

Subscription Advanced URL Filtering,
1-year, PA-820, HA Pair Renewal
SN: 012001024795 04/05/2025
08/01/2026

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	4844825	\$1,257.50	\$1,257.50
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Mfg. Part#: PAN-SVC-PREM-820-R

UNSPSC: 81111811

Premium support year 1 renewal,
PA-820
SN: 012001024795 04/05/2025
08/01/2026

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	4844825	\$1,257.50	\$1,257.50
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Mfg. Part#: PAN-SVC-PREM-820-R

UNSPSC: 81111811

Premium support year 1 renewal,
PA-820
SN: 012001024533 04/05/2025
08/01/2026

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced WildFire - subscription license renewal (1 year	1	7297246	\$5,003.23	\$5,003.23
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Mfg. Part#: PAN-PA-3220-AWF-HA2-R

Advanced WildFire subscription for
device in an HA pair renewal,
PA-3220

SN: 016201007292 04/05/2025
08/01/2026

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

Palo Alto Networks Advanced WildFire - subscription license renewal (1 year	1	7297246	\$5,003.23	\$5,003.23
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Mfg. Part#: PAN-PA-3220-AWF-HA2-R

Advanced WildFire subscription for
device in an HA pair renewal,
PA-3220

SN: 016201007294 04/05/2025
08/01/2026

Electronic distribution - NO MEDIA

Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

QUOTE DETAILS (CONT.)

<u>Palo Alto Networks Premium Support Program - technical support (renewal) -</u>	1	3060294	\$2,644.64	\$2,644.64
Mfg. Part#: PAN-SVC-PREM-PRA-25-R UNSPSC: 86101601 Premium support renewal, Panorama 25 devices SN: 000702324087 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo GlobalProtect Gateway for PA-820 - subscription license renewal (1 year)</u>	1	5034548	\$840.92	\$840.92
Mfg. Part#: PAN-PA-820-GP-HA2-R UNSPSC: 43233204 GlobalProtect subscription renewal for devices in HA pair, PA-820 SN: 012001024795 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo GlobalProtect Gateway for PA-820 - subscription license renewal (1 year)</u>	1	5034548	\$840.92	\$840.92
Mfg. Part#: PAN-PA-820-GP-HA2-R UNSPSC: 43233204 GlobalProtect subscription renewal for devices in HA pair, PA-820 SN: 012001024533 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)</u>	1	7346070	\$1,257.37	\$1,257.37
Mfg. Part#: PAN-PA-820-AWF-HA2-R Advanced WildFire subscription renewal for devices in HA pair, PA-820 SN: 012001024533 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)</u>	1	7346070	\$1,257.37	\$1,257.37
Mfg. Part#: PAN-PA-820-AWF-HA2-R Advanced WildFire subscription renewal for devices in HA pair, PA-820 SN: 012001024795 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced Threat Prevention - subscription license renewa</u>	1	7060116	\$5,817.93	\$5,817.93
Mfg. Part#: PAN-PA-3220-ATP-HA2-R Advanced Threat Prevention subscription for device in an HA pair renewal, PA-3220 SN: 016201007294 04/05/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced Threat Prevention - subscription license renewa</u>	1	7060116	\$5,817.93	\$5,817.93

QUOTE DETAILS (CONT.)

Mfg. Part#: PAN-PA-3220-ATP-HA2-R

Advanced Threat Prevention
subscription for device in an HA
pair renewal, PA-3220 SN:
016201007292 04/05/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks DNS Security - subscription license renewal \(1 year\) - 1](#)

1	6095042	\$840.92	\$840.92
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Mfg. Part#: PAN-PA-820-DNS-HA2-R

DNS Security subscription renewal
for devices in HA pair, PA-820 SN:
012001024533 04/05/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks DNS Security - subscription license renewal \(1 year\) - 1](#)

1	6095042	\$840.92	\$840.92
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Mfg. Part#: PAN-PA-820-DNS-HA2-R

DNS Security subscription renewal
for devices in HA pair, PA-820
SN: 012001024795 04/05/2025
08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks Premium Support - extended service agreement \(renewal\) -](#)

1	4884469	\$2,631.68	\$2,631.68
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Mfg. Part#: PAN-SVC-PREM-850-R

UNSPSC: 81111811
Premium support year 1 renewal,
PA-850 SN: 011901035361 04/05/2025
08/01/2026
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks Premium Support - extended service agreement \(renewal\) -](#)

1	4884469	\$2,631.68	\$2,631.68
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Mfg. Part#: PAN-SVC-PREM-850-R

UNSPSC: 81111811
Premium support year 1 renewal,
PA-850
SN: 011901035356 04/05/2025
08/01/2026
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks Premium Support - extended service agreement \(renewal\) -](#)

1	7649844	\$3,351.00	\$3,351.00
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Mfg. Part#: PAN-SVC-PREM-1420-R

PA-1420, Premium support, 1 year (12
months) term, renewal.
SN: 026901001952 08/01/2025
08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

[Palo Alto Networks Premium Support - extended service agreement \(renewal\) -](#)

1	7649844	\$3,351.00	\$3,351.00
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Mfg. Part#: PAN-SVC-PREM-1420-R

PA-1420, Premium support, 1 year (12
months) term, renewal.
SN: 026901001886 08/01/2025
08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services
(230105)

QUOTE DETAILS (CONT.)

<u>Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)</u>	1	7649842	\$3,909.51	\$3,909.51
Mfg. Part#: PAN-PA-1420-AWF-HA2-R PA-1420, Advanced Wild Fire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal SN: 026901001952 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced WildFire - subscription license renewal (1 year)</u>	1	7649842	\$3,909.51	\$3,909.51
Mfg. Part#: PAN-PA-1420-AWF-HA2-R PA-1420, Advanced Wild Fire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal SN: 026901001886 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced URL Filtering - subscription license renewal (1)</u>	1	7809052	\$3,909.51	\$3,909.51
Mfg. Part#: PAN-PA-1420-ADVURL-HA2-R PA-1420, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001952 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks Advanced URL Filtering - subscription license renewal (1)</u>	1	7809052	\$3,909.51	\$3,909.51
Mfg. Part#: PAN-PA-1420-ADVURL-HA2-R PA-1420, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001886 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1</u>	1	8141651	\$2,606.34	\$2,606.34
Mfg. Part#: PAN-PA-1420-DNS-HA2-R PA-1420, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001952 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				
<u>Palo Alto Networks DNS Security - subscription license renewal (1 year) - 1</u>	1	8141651	\$2,606.34	\$2,606.34
Mfg. Part#: PAN-PA-1420-DNS-HA2-R PA-1420, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001886 08/01/2025 08/01/2026 Electronic distribution - NO MEDIA Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)				

QUOTE DETAILS (CONT.)

Palo Alto Networks Advanced Threat Prevention - subscription license renewal	1	7649840	\$3,909.51	\$3,909.51
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Mfg. Part#: PAN-PA-1420-ATP-HA2-R
PA-1420, Advanced Threat, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001886 08/01/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

Palo Alto Networks Advanced Threat Prevention - subscription license renewal	1	7649840	\$3,909.51	\$3,909.51
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Mfg. Part#: PAN-PA-1420-ATP-HA2-R
PA-1420, Advanced Threat, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001952 08/01/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

Palo Alto GlobalProtect - subscription license renewal (1 year) - 1 device	1	8066908	\$2,606.34	\$2,606.34
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Mfg. Part#: PAN-PA-1420-GP-HA2-R
PA-1420, GlobalProtect subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001952 08/01/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

Palo Alto GlobalProtect - subscription license renewal (1 year) - 1 device	1	8066908	\$2,606.34	\$2,606.34
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Mfg. Part#: PAN-PA-1420-GP-HA2-R
PA-1420, GlobalProtect subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. SN: 026901001886 08/01/2025 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

Palo Alto Networks Premium Support - extended service agreement (renewal) -	1	6494996	\$500.77	\$500.77
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Mfg. Part#: PAN-SVC-PREM-220R
Premium support renewal, PA-220 SN: 012801206560 04/04/2024 08/01/2026
Electronic distribution - NO MEDIA
Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)

[REDACTED]

[REDACTED]

SUBTOTAL	\$119,885.55
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$119,885.55

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 Phone: (512) 943-1456 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207 Phone: (512) 943-1456 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$119,885.55	\$3,392.76/Month	\$119,885.55	\$3,901.08/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Commissioners Court - Regular Session**50.****Meeting Date:** 02/25/2025

Approval of Purchase for Networking Equipment from NETSYNC for Information Systems

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 #2025143 between Williamson County and NETSYNC for networking equipment for the new CAD (911) project in the total amount of \$120,503.28 pursuant to DIR contract #DIR-CPO-5347. Funding Source is P604.

Background

The approval of this purchase will benefit Williamson County Operations networking equipment for the new CAD (911) project. This is a new build and will be separated from the County's main environment at the request of the vendor. The funding source is Project P604; 2022 CIP; Task 4.2 as per the FY25 budget. Contract Audit and General Council have approved the purchase. Origination #2135. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

NETSYNC Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:47 PM

02/19/2025 02:19 PM

Started On: 02/14/2025 09:27 AM

Quote #:	
Date:	02/10/2025
Valid for:	30 Days

Cisco Systems TX | DIR-CPO-5347

Customer	Inside Sales	Account Manager
Williamson County rory.tierney@wilcotx.gov 512-943-1457	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	David D Tijerina dtijerina@netsync.com 512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
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Main Site

Sub Total 120,503.28

Nexus Switches

1.0	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec, SyncE	4	10,100.25	40,401.00
1.1.0	MODE-NXOS	Mode selection between ACI and NXOS	4	0.00	0.00
1.2.0	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	4	0.00	0.00
1.3.0	MEM-UPG-OPT-OUT	OPT OUT PID FOR MEM UPGRADE USE ONLY	4	0.00	0.00
1.4.0	C1E1TN9300XF-3Y	Data Center Networking Essentials Term N9300 XF, 3Y	4	11,436.15	45,744.60
1.5.0	SVS-L1N9KE-XF-3Y	CX L1 Support:DCN Essentials Term N9300 XF, 3Y	4	0.00	0.00
1.6.0	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	4	0.00	0.00
1.7.0	NXOS-CS-10.4.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	4	0.00	0.00
1.8.0	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	16	0.00	0.00
1.9.0	NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	8	0.00	0.00
1.10.0	CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	8	0.00	0.00
1.11.0	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	4	0.00	0.00
1.12.0	DCN-OTHER	Select if this product will NOT be used for AI Applications	4	0.00	0.00
1.13.0	CON-L1NCD-N9KC93X3	CX LEVEL 1 8X7NCD Nexus 9300 48p 1/10/25G, 6p 40/100G, MACse Duration: 3.00 Years	4	4,578.21	18,312.84

Catalyst Switches

2.0	C9200L-48P-4X-E	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials	4	2,681.91	10,727.64
2.1.0	C9200L-DNA-E-48	C9200L Cisco DNA Essentials, 48-port Term license	4	0.00	0.00
2.1.1.0	CON-L1SWT-C92LE48	CX LEVEL 1 SW SUB C9200L Cisco DNA Ess Duration: 1.00 Years	4	60.37	241.48
2.1.2.0	C9200L-DNA-E-48-3Y	C9200L Cisco DNA Essentials, 48-port, 3 Year Term license	4	708.65	2,834.60
2.2.0	C9200L-NW-E-48	C9200L Network Essentials, 48-port license	4	0.00	0.00
2.3.0	CAB-TA-NA	North America AC Type A Power Cable	4	0.00	0.00
2.4.0	PWR-C5-BLANK	Config 5 Power Supply Blank	4	0.00	0.00
2.5.0	C9200-STACK-BLANK	Catalyst 9200 Blank Stack Module	8	0.00	0.00
2.6.0	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	4	0.00	0.00
2.7.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	4	0.00	0.00
2.8.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	4	0.00	0.00
2.9.0	NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4	0.00	0.00
2.10.0	CON-L1NBD-C9200L4X	CX LEVEL 1 8X5XNBD Catalyst 9200L 48-port PoE+, 4 x 10G, Net Duration: 1.00 Years	4	560.28	2,241.12



Quote #:	
Date:	02/10/2025
Valid for:	30 Days

Notes:	
CAD for ToR and Mgmt updated quantity 4	
Cisco Systems TX DIR-CPO-5347	

Total	120,503.28
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	120,503.28

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:
2025-1269718

Date Filed:
02/14/2025

Date Acknowledged:

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

Netsync Network Solutions
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

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.

2025143
Netsync Q-AAAQ453286 Nexus Switches for CAD (911) proj

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abunaja, Khalid	Houston, TX United States	X	
	Gonzales, Diane	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 _____, _____, _____, 77027, 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 14th day of February, 20 25.
(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.**

Netsync Network Solutions
Houston, TX United States

Certificate Number:
2025-1269718

Date Filed:
02/14/2025

Date Acknowledged:
02/14/2025

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.

2025143
Netsync Q-AAAQ453286 Nexus Switches for CAD (911) proj

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abunaja, Khalid	Houston, TX United States	X	
	Gonzales, Diane	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**51.****Meeting Date:** 02/25/2025

Approval of Purchase for CAD Host Servers with ConvergeOne, Inc. for Information Services

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 #2025144 CAD (911) host servers for the new 911 system from ConvergeOne, Inc. in the amount of \$589,954.83 pursuant to DIR contract #DIR-TSO-3763, and approval of the quote. Funding Source P604.

Background

Approval of this purchase will support Williamson County Information Services 911 project. The purchase includes CAD (911) host servers for the new 911 system. This will include equipment for primary and disaster recovery data centers. The attached quote outlines the necessary hardware, support services and warranty information. The funding source is Project P604; 2022 CIP; Task 4.2 for FY25. Contract Audit and General Council have approved this purchase. Origination #1236. The department point of contact is Rory Tierney.

Fiscal Impact

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

Attachments

ConvergeOnc, INC Quote
Form 1295

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/19/2025 12:03 PM
02/19/2025 02:21 PM
Started On: 02/14/2025 09:42 AM



ConvergeOne, Inc

Date: 2/10/2025

Page #: 1 of 11

Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Summary

CAD Quote - future processor upgrade

Customer: WILLIAMSON COUNTY	Primary Contact: Rory Tierney
Ship To Address: 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207	Email: Rory.tierney@wilco.org
Bill To Address: 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207	Phone: 512-943-1457
Customer ID: [REDACTED]	Account Executive: Chad Brinkley
Customer PO:	Email: CBrinkley@onec1.com
	Phone: +17639712447

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$3,584.04	\$3,584.04
Hardware	One-Time	\$398,482.35	\$398,482.35
C1 Professional Services	One-Time	\$20,888.00	\$20,888.00
Maintenance			
Other Maintenance	Prepaid	\$167,000.44	\$167,000.44
Project Subtotal			\$589,954.83
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Purchasing Contract	DIR-TSO-3763		NOT INCLUDED
Project Total			\$589,954.83



Date: 2/10/2025

Page #: 2 of 11

Documents #: [REDACTED]

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

This Order is a configured order and/or contains software.

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
Dell PowerStore 1200										
1	210-BCZJ	PowerStore 1200T Dell Customer Racked	DIR-TSO-3763		1	\$30,733.00	\$30,733.00	71.66%	\$8,708.44	\$8,708.44
2	370-AEZP	384GB Appliance DIMM 192GB Per Node	DIR-TSO-3763		1	\$19,529.00	\$19,529.00	71.66%	\$5,533.70	\$5,533.70



Date: 2/10/2025

Page #: 3 of 11

Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
3	379-BEIO	Thank you for choosing Dell	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
4	800-BBQV	Informational Purposes Only	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
5	400-BOBK	PowerStore NVRAM FIPS QTY 2	DIR-TSO-3763		1	\$14,113.00	\$14,113.00	71.66%	\$3,999.04	\$3,999.04
6	528-BTZK	PowerStore Base SW	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
7	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	DIR-TSO-3763		1	\$2,515.00	\$2,515.00	71.66%	\$712.66	\$712.66
8	450-BBBJ	1800 WATT POWER SUPPLY PAIR L9	DIR-TSO-3763		1	\$2,314.00	\$2,314.00	71.66%	\$655.69	\$655.69
9	343-BBTN	PowerStore Base Enclosure Install Kit	DIR-TSO-3763		1	\$563.00	\$563.00	71.66%	\$159.54	\$159.54
10	379-BDPD	ISG Product (info)	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
11	876-3332	Dell Hardware Limited Warranty	DIR-TSO-3763		1	\$1,096.98	\$1,096.98	71.66%	\$310.83	\$310.83
12	876-3716	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	DIR-TSO-3763		1	\$5,031.00	\$5,031.00	71.66%	\$1,425.57	\$1,425.57
13	876-3754	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	DIR-TSO-3763		1	\$6,927.00	\$6,927.00	71.66%	\$1,962.82	\$1,962.82
14	876-3808	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	DIR-TSO-3763		1	\$12,714.00	\$12,714.00	71.66%	\$3,602.62	\$3,602.62
15	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		1	\$0.01	\$0.01	100.00%	\$0.00	\$0.00
16	975-3461	Dell Limited Hardware Warranty Extended Year (s)	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
17	869-0512	869-0512 - Anytime Upgrade Select 5 Years	DIR-TSO-3763		1	\$140,700.00	\$140,700.00	71.66%	\$39,868.34	\$39,868.34
18	800-BBQV	Informational Purposes Only	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
19	400-BGGM	P1 25X2.5 NVME SED SSD 3.84TB	DIR-TSO-3763		10	\$22,110.00	\$221,100.00	71.66%	\$6,265.06	\$62,650.60
20	565-BBJR	25GBE TWINAX 4 PORT IO MODULE PAIR	DIR-TSO-3763		1	\$2,515.00	\$2,515.00	71.66%	\$712.66	\$712.66
21	828-4829	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	DIR-TSO-3763		10	\$10,290.00	\$102,900.00	71.66%	\$2,915.76	\$29,157.60
22	210-BCZJ	PowerStore 1200T Dell Customer Racked	DIR-TSO-3763		1	\$30,733.00	\$30,733.00	71.17%	\$8,860.76	\$8,860.76
23	370-AEZF	384GB Appliance DIMM 192GB Per Node	DIR-TSO-3763		1	\$19,529.00	\$19,529.00	71.17%	\$5,630.57	\$5,630.57
24	379-BEIO	Thank you for choosing Dell	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
25	800-BBQV	Informational Purposes Only	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



Date: 2/10/2025

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Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
26	400-BOBK	PowerStore NVRAM FIPS QTY 2	DIR-TSO-3763		1	\$14,113.00	\$14,113.00	71.17%	\$4,069.04	\$4,069.04
27	528-BTZK	PowerStore Base SW	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
28	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	DIR-TSO-3763		1	\$2,515.00	\$2,515.00	71.17%	\$725.12	\$725.12
29	450-BBBJ	1800 WATT POWER SUPPLY PAIR L9	DIR-TSO-3763		1	\$2,314.00	\$2,314.00	71.17%	\$667.18	\$667.18
30	343-BBTN	PowerStore Base Enclosure Install Kit	DIR-TSO-3763		1	\$563.00	\$563.00	71.17%	\$162.32	\$162.32
31	379-BDPD	ISG Product (info)	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
32	876-3332	Dell Hardware Limited Warranty	DIR-TSO-3763		1	\$1,096.98	\$1,096.98	71.17%	\$316.29	\$316.29
33	876-3716	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	DIR-TSO-3763		1	\$5,031.00	\$5,031.00	71.17%	\$1,450.54	\$1,450.54
34	876-3754	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended	DIR-TSO-3763		1	\$6,927.00	\$6,927.00	71.17%	\$1,997.19	\$1,997.19
35	876-3808	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	DIR-TSO-3763		1	\$12,714.00	\$12,714.00	71.17%	\$3,665.69	\$3,665.69
36	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		1	\$0.01	\$0.01	100.00%	\$0.00	\$0.00
37	975-3461	Dell Limited Hardware Warranty Extended Year (s)	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
38	800-BBQV	Informational Purposes Only	DIR-TSO-3763		1	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
39	Professional Services	Professional Services					\$0.00		\$0.00	\$0.00
40	400-BGGM	P1 25X2.5 NVME SED SSD 3.84TB	DIR-TSO-3763		10	\$22,110.00	\$221,100.00	71.17%	\$6,374.73	\$63,747.30
41	565-BBJR	25GBE TWINAX 4 PORT IO MODULE PAIR	DIR-TSO-3763		1	\$2,515.00	\$2,515.00	71.17%	\$725.12	\$725.12
42	828-4829	ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Low Capacity SSD Add-On, 5 Years	DIR-TSO-3763		10	\$10,290.00	\$102,900.00	71.17%	\$2,966.80	\$29,668.00
43	869-0515	ANYTIME UPGRADE STANDARD 5 YEARS	DIR-TSO-3763		1	\$140,700.00	\$140,700.00	71.66%	\$39,868.34	\$39,868.34
Dell EMC Networking S5224F-ON										
44	210-APHT	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	DIR-TSO-3763		2	\$21,138.00	\$42,276.00	75.20%	\$5,242.56	\$10,485.12



Date: 2/10/2025

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Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
45	343-BBLP	Dell EMC S52XX-ON Series User Guide	DIR-TSO-3763		2	\$4.00	\$8.00	75.25%	\$0.99	\$1.98
46	634-BRWJ	OS10 Enterprise, S5224F-ON	DIR-TSO-3763		2	\$3,499.00	\$6,998.00	75.20%	\$867.81	\$1,735.62
47	818-4983	Dell Hardware Limited Warranty 1 Year	DIR-TSO-3763		2	\$499.00	\$998.00	75.20%	\$123.76	\$247.52
48	818-5025	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	DIR-TSO-3763		2	\$657.20	\$1,314.40	75.20%	\$163.00	\$326.00
49	818-5032	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	DIR-TSO-3763		2	\$13,308.30	\$26,616.60	75.20%	\$3,300.67	\$6,601.34
50	818-5033	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	DIR-TSO-3763		2	\$3,171.52	\$6,343.04	75.20%	\$786.58	\$1,573.16
51	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		2	\$0.01	\$0.02	100.00%	\$0.00	\$0.00
52	975-3461	Dell Limited Hardware Warranty Extended Year (s)	DIR-TSO-3763		2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
53	997-6306	Info 3rd Party Software Warranty provided by Vendor	DIR-TSO-3763		2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
54	848-8542	5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	DIR-TSO-3763		2	\$1,573.68	\$3,147.36	75.20%	\$390.30	\$780.60
55	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	DIR-TSO-3763		2	\$20.00	\$40.00	75.20%	\$4.96	\$9.92
56	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	DIR-TSO-3763		2	\$20.00	\$40.00	75.20%	\$4.96	\$9.92
57	210-APHT	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU	DIR-TSO-3763		2	\$21,138.00	\$42,276.00	73.59%	\$5,583.33	\$11,166.66
58	343-BBLP	Dell EMC S52XX-ON Series User Guide	DIR-TSO-3763		2	\$4.00	\$8.00	73.50%	\$1.06	\$2.12
59	634-BRWJ	OS10 Enterprise, S5224F-ON	DIR-TSO-3763		2	\$3,499.00	\$6,998.00	73.59%	\$924.21	\$1,848.42
60	818-4983	Dell Hardware Limited Warranty 1 Year	DIR-TSO-3763		2	\$499.00	\$998.00	73.59%	\$131.81	\$263.62
61	818-5025	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	DIR-TSO-3763		2	\$657.20	\$1,314.40	73.59%	\$173.58	\$347.16
62	818-5032	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	DIR-TSO-3763		2	\$13,308.30	\$26,616.60	73.59%	\$3,515.21	\$7,030.42



Date: 2/10/2025

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Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
63	818-5033	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	DIR-TSO-3763		2	\$3,171.52	\$6,343.04	73.59%	\$837.71	\$1,675.42
64	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		2	\$0.01	\$0.02	100.00%	\$0.00	\$0.00
65	975-3461	Dell Limited Hardware Warranty Extended Year (s)	DIR-TSO-3763		2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
66	997-6306	Info 3rd Party Software Warranty provided by Vendor	DIR-TSO-3763		2	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
67	Professional Services	Professional Services					\$0.00		\$0.00	\$0.00
68	848-8542	5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance	DIR-TSO-3763		2	\$1,573.68	\$3,147.36	73.59%	\$415.67	\$831.34
69	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	DIR-TSO-3763		2	\$20.00	\$40.00	73.55%	\$5.29	\$10.58
70	450-AAFH	Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	DIR-TSO-3763		2	\$20.00	\$40.00	73.55%	\$5.29	\$10.58
PowerEdge R7625										
71	210-BFMO	PowerEdge R7625	DIR-TSO-3763		4	\$7,857.69	\$31,430.76	72.10%	\$2,192.44	\$8,769.76
72	379-BDTF	2.5 Chassis	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
73	379-BDSS	SAS/SATA Backplane	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
74	379-BDTE	No Rear Storage	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
75	461-AAIG	Trusted Platform Module 2.0 V5	DIR-TSO-3763		4	\$99.00	\$396.00	72.09%	\$27.63	\$110.52
76	321-BIDG	2.5" Chassis with up to 16 SAS4/SATA Drives, Smart Flow, Front PERC 11	DIR-TSO-3763		4	\$517.00	\$2,068.00	72.10%	\$144.26	\$577.04
77	338-CGXN	338-CGXN - AMD EPYC 9354 3.25GHz, 32C/64T, 256M Cache (280W) DDR5-4800	DIR-TSO-3763		4	\$8,033.00	\$32,132.00	72.10%	\$2,241.36	\$8,965.44
78	338-CGXN	338-CGXN - AMD EPYC 9354 3.25GHz, 32C/64T, 256M Cache (280W) DDR5-4800	DIR-TSO-3763		4	\$8,033.00	\$32,132.00	72.10%	\$2,241.36	\$8,965.44
79	379-BDCO	Additional Processor Selected	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



Date: 2/10/2025

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Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
80	412-ABCZ	High Performance Heatsink for 2 CPU Configuration	DIR-TSO-3763		4	\$353.55	\$1,414.20	72.10%	\$98.64	\$394.56
81	370-AHLL	Performance Optimized	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
82	370-BBRX	5600MT/s RDIMMs	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
83	780-BCDS	Unconfigured RAID	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
84	405-AAZB	PERC H755 SAS Front	DIR-TSO-3763		4	\$3,299.00	\$13,196.00	72.10%	\$920.49	\$3,681.96
85	750-ADWP	Front PERC Mechanical Parts, rear load	DIR-TSO-3763		4	\$50.00	\$200.00	72.10%	\$13.95	\$55.80
86	384-BBBL	Performance BIOS Settings	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
87	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
88	750-ACOM	Fan Foam, HDD 2U	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
89	750-ADGJ	Very High Performance Fan x6	DIR-TSO-3763		4	\$299.00	\$1,196.00	72.10%	\$83.43	\$333.72
90	450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode	DIR-TSO-3763		4	\$1,399.00	\$5,596.00	72.10%	\$390.36	\$1,561.44
91	330-BCBH	Riser Config 2, 6 x8 FH + 2 x16 LP	DIR-TSO-3763		4	\$1,018.79	\$4,075.16	72.10%	\$284.26	\$1,137.04
92	329-BHNV	PowerEdge R7625 Motherboard	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
93	412-AASK	No OCP 3.0 mezzanine NIC card	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
94	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	DIR-TSO-3763		4	\$139.00	\$556.00	72.09%	\$38.79	\$155.16
95	470-AEYU	No Cables Required	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
96	321-BHXZ	Dell Luggage Tag	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
97	325-BEVI	PowerEdge 2U Standard Bezel	DIR-TSO-3763		4	\$49.00	\$196.00	72.08%	\$13.68	\$54.72
98	329-BERC	Assembly BOSS Blank	DIR-TSO-3763		4	\$1.70	\$6.80	71.76%	\$0.48	\$1.92
99	611-BBBF	No Operating System	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
100	528-CTIC	iDRAC9, Enterprise 16G	DIR-TSO-3763		4	\$489.00	\$1,956.00	72.10%	\$136.44	\$545.76
101	350-BBYX	No Quick Sync	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
102	379-BDWE	Force Change Password iDRAC9 x4	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
103	379-BCQX	iDRAC Service Module (ISM), NOT Installed	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
104	379-BCQY	iDRAC Group Manager, Disabled	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
105	770-BECC	ReadyRails Sliding Rails (B21)	DIR-TSO-3763		4	\$153.87	\$615.48	72.10%	\$42.93	\$171.72



Date: 2/10/2025

Page #: 8 of 11

Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
106	631-AACK	No Systems Documentation, No OpenManage DVD Kit	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
107	340-DCWB	PowerEdge R7625 Shipping	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
108	340-DCXY	PowerEdge R7625 Shipping Material	DIR-TSO-3763		4	\$149.00	\$596.00	72.09%	\$41.58	\$166.32
109	389-EFMJ	PowerEdge R7625 No CE or CCC Marking	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
110	817-BBBP	None Required	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
111	883-6943	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	DIR-TSO-3763		4	\$11,676.00	\$46,704.00	72.10%	\$3,257.66	\$13,030.64
112	883-6952	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	DIR-TSO-3763		4	\$1,296.00	\$5,184.00	72.10%	\$361.61	\$1,446.44
113	883-6954	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	DIR-TSO-3763		4	\$4,135.00	\$16,540.00	72.10%	\$1,153.75	\$4,615.00
114	883-7034	Dell Hardware Limited Warranty Plus On-Site Service	DIR-TSO-3763		4	\$249.00	\$996.00	72.10%	\$69.48	\$277.92
115	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		4	\$0.01	\$0.04	100.00%	\$0.00	\$0.00
116	975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
117	900-9997	On-Site Installation Declined	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
118	370-BBRN	64GB RDIMM, 5600MT/s, Dual Rank	DIR-TSO-3763		48	\$4,203.00	\$201,744.00	72.10%	\$1,172.71	\$56,290.08
119	400-AZUT	480GB SSD SATA Mixed Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	DIR-TSO-3763		4	\$1,442.38	\$5,769.52	72.10%	\$402.45	\$1,609.80
120	400-AXSW	960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	DIR-TSO-3763		4	\$1,700.06	\$6,800.24	72.10%	\$474.34	\$1,897.36
121	450-ACSM	450-ACSM - C13 to C14, PDU Style, 10 AMP, 6.5 Feet (2m) Power Cord, Argentina	DIR-TSO-3763		8	\$12.00	\$96.00	72.17%	\$3.34	\$26.72
122	540-BDHF	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height, V2	DIR-TSO-3763		8	\$709.00	\$5,672.00	72.10%	\$197.83	\$1,582.64
123	605-BBFN	No Media Required	DIR-TSO-3763		4	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



Date: 2/10/2025

Page #: 9 of 11

Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
124	210-BFMO	PowerEdge R7625	DIR-TSO-3763		3	\$7,857.69	\$23,573.07	72.10%	\$2,192.44	\$6,577.32
125	379-BDTF	2.5 Chassis	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
126	379-BDSS	SAS/SATA Backplane	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
127	379-BDTE	No Rear Storage	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
128	461-AAIG	Trusted Platform Module 2.0 V5	DIR-TSO-3763		3	\$99.00	\$297.00	72.10%	\$27.62	\$82.86
129	321-BIDG	2.5" Chassis with up to 16 SAS4/SATA Drives, Smart Flow, Front PERC 11	DIR-TSO-3763		3	\$517.00	\$1,551.00	72.10%	\$144.25	\$432.75
130	338-CGXN	338-CGXN - AMD EPYC 9354 3.25GHz, 32C/64T, 256M Cache (280W) DDR5-4800	DIR-TSO-3763		3	\$8,033.00	\$24,099.00	72.10%	\$2,241.34	\$6,724.02
131	338-CGXN	338-CGXN - AMD EPYC 9354 3.25GHz, 32C/64T, 256M Cache (280W) DDR5-4800	DIR-TSO-3763		3	\$8,033.00	\$24,099.00	72.10%	\$2,241.34	\$6,724.02
132	379-BDCO	Additional Processor Selected	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
133	412-ABCZ	High Performance Heatsink for 2 CPU Configuration	DIR-TSO-3763		3	\$353.55	\$1,060.65	72.10%	\$98.64	\$295.92
134	370-AHLL	Performance Optimized	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
135	370-BBRX	5600MT/s RDIMMs	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
136	780-BCDS	Unconfigured RAID	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
137	405-AAZB	PERC H755 SAS Front	DIR-TSO-3763		3	\$3,299.00	\$9,897.00	72.10%	\$920.48	\$2,761.44
138	750-ADWP	Front PERC Mechanical Parts, rear load	DIR-TSO-3763		3	\$50.00	\$150.00	72.10%	\$13.95	\$41.85
139	384-BBBL	Performance BIOS Settings	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
140	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
141	750-ACOM	Fan Foam, HDD 2U	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
142	750-ADGJ	Very High Performance Fan x6	DIR-TSO-3763		3	\$299.00	\$897.00	72.10%	\$83.42	\$250.26
143	450-AJEV	Dual, Hot-Plug, Power Supply 2400W Redundant, D Mixed Mode	DIR-TSO-3763		3	\$2,309.00	\$6,927.00	72.10%	\$644.25	\$1,932.75
144	330-BCBH	Riser Config 2, 6 x8 FH + 2 x16 LP	DIR-TSO-3763		3	\$1,018.79	\$3,056.37	72.10%	\$284.26	\$852.78
145	329-BHNV	PowerEdge R7625 Motherboard	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
146	412-AASK	No OCP 3.0 mezzanine NIC card	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
147	540-BDKD	Broadcom 5720 Dual Port 1GbE LOM	DIR-TSO-3763		3	\$139.00	\$417.00	72.11%	\$38.77	\$116.31
148	470-AEYU	No Cables Required	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



Date: 2/10/2025

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Documents #:

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
149	321-BHXZ	Dell Luggage Tag	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
150	325-BEVI	PowerEdge 2U Standard Bezel	DIR-TSO-3763		3	\$49.00	\$147.00	72.10%	\$13.67	\$41.01
151	329-BERC	Assembly BOSS Blank	DIR-TSO-3763		3	\$1.70	\$5.10	71.76%	\$0.48	\$1.44
152	611-BBBF	No Operating System	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
153	528-CTIC	iDRAC9, Enterprise 16G	DIR-TSO-3763		3	\$489.00	\$1,467.00	72.10%	\$136.43	\$409.29
154	350-BBYX	No Quick Sync	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
155	379-BCSF	iDRAC,Factory Generated Password	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
156	379-BCQX	iDRAC Service Module (ISM), NOT Installed	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
157	379-BCQY	iDRAC Group Manager, Disabled	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
158	770-BECC	ReadyRails Sliding Rails (B21)	DIR-TSO-3763		3	\$153.87	\$461.61	72.10%	\$42.93	\$128.79
159	631-AACK	No Systems Documentation, No OpenManage DVD Kit	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
160	340-DCWB	PowerEdge R7625 Shipping	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
161	340-DCXY	PowerEdge R7625 Shipping Material	DIR-TSO-3763		3	\$149.00	\$447.00	72.10%	\$41.57	\$124.71
162	389-EFMJ	PowerEdge R7625 No CE or CCC Marking	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
163	817-BBBP	None Required	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
164	883-6943	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	DIR-TSO-3763		3	\$11,676.00	\$35,028.00	72.10%	\$3,257.98	\$9,773.94
165	883-6952	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years	DIR-TSO-3763		3	\$1,296.00	\$3,888.00	72.10%	\$361.61	\$1,084.83
166	883-6954	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	DIR-TSO-3763		3	\$4,135.00	\$12,405.00	72.10%	\$1,153.74	\$3,461.22
167	883-7034	Dell Hardware Limited Warranty Plus On-Site Service	DIR-TSO-3763		3	\$249.00	\$747.00	72.10%	\$69.46	\$208.38
168	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	DIR-TSO-3763		3	\$0.01	\$0.03	100.00%	\$0.00	\$0.00
169	975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00



Date: 2/10/2025

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Documents #: [REDACTED]

Solution Name: CAD Quote - future
processor upgrade

Customer: WILLIAMSON COUNTY

Solution Quote

#	Item Number	Description	Public Sector Contract	Term in months	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
170	900-9997	On-Site Installation Declined	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
171	370-BBRN	64GB RDIMM, 5600MT/s, Dual Rank	DIR-TSO-3763		36	\$4,203.00	\$151,308.00	72.10%	\$1,172.70	\$42,217.20
172	400-AZUT	480GB SSD SATA Mixed Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD	DIR-TSO-3763		3	\$1,442.38	\$4,327.14	72.10%	\$402.45	\$1,207.35
173	450-AEJI	C19 to C20, PDU Style, 2.5M Power Cord	DIR-TSO-3763		6	\$20.00	\$120.00	72.10%	\$5.58	\$33.48
174	540-BDGV	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2	DIR-TSO-3763		6	\$709.00	\$4,254.00	72.10%	\$197.82	\$1,186.92
175	605-BBFN	No Media Required	DIR-TSO-3763		3	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

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.

ConvergeOne, Inc.
Bloomington, MN United States

Certificate Number:
2025-1270290

Date Filed:
02/17/2025

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.

2025144
ConvergeOne Q-OP-000851713 servers/storage for CAD (911) proj

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ConvergeOne Holdings, Inc.	Bloomington, MN United States	X	

5 Check only if there is NO Interested Party.

☐

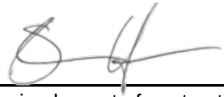
6 UNSWORN DECLARATION

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

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

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

Executed in Hennepin County, State of Minnesota, on the 17th day of February, 2025.
(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.

ConvergeOne, Inc.
Bloomington, MN United States

Certificate Number:
2025-1270290

Date Filed:
02/17/2025

Date Acknowledged:
02/18/2025

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.

2025144
ConvergeOne Q-OP-000851713 servers/storage for CAD (911) proj

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ConvergeOne Holdings, Inc.	Bloomington, MN 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**52.****Meeting Date:** 02/25/2025

Approval of Purchase and Service Subscription for VMware Software from Freelt Data Solutions, Inc. for Information Systems

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 the Purchase and Service Subscription #2025147 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with new licenses of VMWare Software for a three (3) year period beginning 03/31/2025 through 11/15/2027 in the total amount of \$377,856.68 paying \$90,528.16 in year one and \$143,664.26 in the subsequent years per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement. The funding Source is P604.

Background

The new VMware Licenses will support the 911 project. Since this is a new virtualized environment, Wilco needs new licenses for the servers and software that runs data centers and server infrastructure for the Williamson County IT Department. The attached quote details the subscription period, which includes VMware Cloud Foundation and VMware Firewall with Advanced Thread Protection. Contract Audit and General Council have approved this purchase. Funding Source is P604; 2022 CIP; Task 4.2 for FY25. Origination #2137. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Freit Quote
Form 1295

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/20/2025 09:37 AM
02/20/2025 09:42 AM
Started On: 02/18/2025 09:13 AM



DATA SOLUTIONS

Williamson County

Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1457
rory.tierney@wilcotx.gov

Quote Number: [REDACTED]
Quote Date: 2/10/2025
Expiration Date: 3/8/2025

Contract No: DIR-TSO-4288
TAX ID#: [REDACTED]
Term: NET 30
FOB: Destination

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
VMware - 3yr Contract - Annual Payments						
Subscription						
1	VM-Bundle1	VMware Bundle - Year 1 Year 1 Subscription Period: 03/31/2025 - 11/13/2025	\$153,915.62	41.18%	\$90,528.16	\$90,528.16
1	VM-Bundle2	VMware Bundle - Year 2 Year 2 Subscription Period: 11/14/2025 - 11/13/2026	\$246,400.00	41.69%	\$143,664.26	\$143,664.26
1	VM-Bundle3	VMware Bundle - Year 3 Year 3 Subscription Period: 11/14/2026 - 11/15/2027	\$246,400.00	41.69%	\$143,664.26	\$143,664.26
Bundle includes: 448 x VMware Cloud Foundation 448 x VMware Firewall with Advanced Thread Protection						
Year 1 Payment:						\$90,528.16
Year 2 Payment:						\$143,664.26
Year 3 Payment:						\$143,664.26
Three Year Grand Total						\$377,856.68

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

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.

Freeit Data Solutions, Inc.
Austin, TX United States

Certificate Number:
2025-1270709

Date Filed:
02/18/2025

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.

2025147
Freelt Q-52555930 VMware for CAD (911) project with Freeit Data Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orchid, Wayne	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 18 day of February, 2025.
(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.

Freeit Data Solutions, Inc.
Austin, TX United States

Certificate Number:
2025-1270709

Date Filed:
02/18/2025

Date Acknowledged:
02/18/2025

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.

2025147
Freelt Q-52555930 VMware for CAD (911) project with Freeit Data Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orchid, Wayne	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**53.****Meeting Date:** 02/25/2025

Approval of Annual Purchase and Maintenance Agreement for UKG Software from Immix Technology, Inc. for Information Systems

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 the Purchase and Annual Maintenance Agreement #2025149 for Immix Technology, Inc. for UKG timekeeping software in the amount of \$176,058.00, pursuant to DIR contract #DIR TSO-4315.

Background

Approval of this item will support countywide workforce timekeeping through the Immix Technology, Inc. system, that provides access to Kronos. UKG Pro Timekeeping maintenance renewal 03/18/2025–03/17/2026. Contract Audit and Budget have approved this purchase. Funding source 01.0100.0503.004505 as per FY25 budget. Origination #2109. Department contact is Minnie Beteille.

Fiscal Impact

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

Attachments

Agreement

Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/20/2025 09:10 AM

02/20/2025 09:24 AM

Started On: 02/18/2025 11:43 AM

WILLIAMSON COUNTY
ADDENDUM TO TERMS AND CONDITIONS
immixTechnology, Inc.
(Quote # QUO-1505916-Q0B8Q2)

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

THIS ADDENDUM TO TERMS AND CONDITIONS is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **immixTechnology, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted the Service Provider’s Terms and Conditions, and the following changes shall be incorporated as if part of the agreement.

I.

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

II.

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

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

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

V.

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

VI.

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

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

VIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Addendum 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 Addendum include the following:

- A. This Addendum
- B. As described in the attached Quote, which is incorporated herein as if copied in full:
 - a. Quote # QUO-1505916-Q0B8Q2;

C. Cooperative Agreement (Contract # DIR-TSO-4315).

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williams County in the discretion of the Williamson County Commissioners Court.

IX.

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

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

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

IMMIX TECHNOLOGY, INC:

Meghan Cohen
Authorized Signature

Meghan Cohen

Printed Name

Date: 17 February, 20 25

Sales Quotation

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

Quote Number: QUO-1505916-Q0B8Q2
Quote Date: 1/30/2025
Expiration Date: 3/1/2025

Contract No.: DIR-TSO-4315
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

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

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

Manufacturer Quote #: Q-182532
Manufacturer Ref #:

Manufacturer Contact: Hoover, Erica
713 802 6838 erica.hoover@ukg.com

PLEASE REFERENCE THE FULL QUOTE IMMIX NUMBER - QUO-_____-_____- AND GOVERNMENT CONTRACT NUMBER ON ALL PURCHASE ORDERS ISSUED AGAINST THIS QUOTE

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com.
Please include any tax-exempt certificates, where applicable.

Included at no cost:
UKG Pro Workforce Management Bundle
UKG PRO WFM INTEGRATION TO UKG TELESTAFF

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	DIR-TSO-4315	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$4.4600	\$107,040.00
Period of Performance: 3/18/2025 to 3/17/2026.							
2	8604543-000A	DIR-TSO-4315	XAAS	UKG PRO ANALYTICS - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$1.2500	\$30,000.00
Period of Performance: 3/18/2025 to 3/17/2026.							
3	8604540-000A	DIR-TSO-4315	XAAS	UKG PRO LEAVE (Includes Accruals) - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.8900	\$21,360.00
Period of Performance: 3/18/2025 to 3/17/2026.							
4	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (1950 lic x 12 mo)** TRUSTED PRODUCT **	23400	\$0.6200	\$14,508.00
Period of Performance: 3/18/2025 to 3/17/2026.							
5	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (50 lic x 12 mo)** TRUSTED PRODUCT **	600	\$0.4500	\$270.00
Period of Performance: 3/18/2025 to 3/17/2026.							
6	8604976-000	DIR-TSO-4315	XAAS	UKG PRO Data Hub Premium - PEPM (Per employee per month) (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.1200	\$2,880.00
Period of Performance: 3/18/2025 to 3/17/2026.							

ANYTHING AS A SERVICE	\$176,058.00
Grand Total	\$176,058.00

IM05306 - SID: 6042053

3/18/25 - 3/17/26

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

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

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

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.

immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:

http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf



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

TERMS AND CONDITIONS FOR KRONOS PRODUCTS AND SERVICES

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

- A. KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA) AND PROFESSIONAL SERVICES
- B. KRONOS webTA SUPPORT POLICIES AND SERVICES
- C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS
- D. KRONOS WORKFORCE CENTRAL SAAS TERMS
- E. KRONOS WORKFORCE READY SAAS TERMS
- F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES
- G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)
- H. KRONOS WORKFORCE TELESTAFF IVR SERVICE
- I. WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

KRONOS GENERAL COMMERCIAL SALES TERMS

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

SECTION A

KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE, PROFESSIONAL SERVICES AND SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA)

1. GENERAL LICENSE TERMS

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

2. FEE BASED LIMITATIONS

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

3. OBJECT CODE ONLY

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

4. PERMITTED COPIES

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

5. UPDATES

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

6. LIMITED WARRANTY

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

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Ordering Activity is responsible for ensuring that Ordering

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

7. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

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

(c) **KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES**

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

8. SOFTWARE SUPPORT SERVICES

(a) **SUPPORT OPTIONS**

Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum

Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Ordering Activity must purchase the same Service

Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) **TERM OF SOFTWARE SUPPORT**

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

(c) **GOLD SERVICE OFFERINGS**

Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that

Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity shall issue a new purchase order to Contractor for such installation or retraining at Contractor's then current prices.

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

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

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

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

(d) **PLATINUM AND PLUS SERVICE OFFERINGS:**

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

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

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

(e) **ADDITION OF SOFTWARE**

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

(f) **RESPONSIBILITIES OF ORDERING ACTIVITY**

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

(g) **WARRANTY**

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

9. EQUIPMENT SUPPORT SERVICES

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

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

9.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Section A of this Attachment A entered into between Contractor and Ordering Activity.

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

9.2 PAYMENT

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation

Ordering Activity's "Spare Products" (as defined below), will be covered by the Depot Support Services or Service Packs. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services.

9.3 DEPOT SUPPORT SERVICE DESCRIPTION

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

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

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

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

9.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

If Ordering Activity purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Ordering Activity shall be entitled to receive:

- (a) Service packs for the Terminals (which may contain Terminal system software updates, firmware updates, security updates, and Terminal feature enhancements) available for download at Kronos' customer web site.
- (b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading equipment service packs for the Terminals; and

9.5 RESPONSIBILITIES OF ORDERING ACTIVITY

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

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

9.6 SUPPORT EXCLUSIONS

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

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

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

9.7 WARRANTY

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

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

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

9.8 LIMITATION OF REMEDIES

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

10. KRONOS SUPPORT SERVICE POLICIES

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

11. EXPORT

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

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

12. FIRMWARE

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

13. TRAINING POINTS

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

14. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

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

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

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

15. CONFIDENTIAL INFORMATION

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

16. GENERAL

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

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

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

17. INSPECTION/ACCEPTANCE.

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

(1) Within the warranty period; and

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

SECTION B

KRONOS webTA SUPPORT POLICIES AND SERVICES

1. General Information

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

2. Product Coverage

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

Kronos webTA Products v3 and v4 (legacy):

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

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

Kronos Federal Apps v4.2 Only (legacy):

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

Kronos webTA Products v5:

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

Kronos webTA and Kronos Federal Apps Families of Products

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

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

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

Note: the software product hierarchy is: Version, Service Pack, Patch

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

3. Support Exclusions

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

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

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

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

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

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

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

4. Support Discontinuance - End of Service Life

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

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

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

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

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

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

5. Reinstatement of Support Services

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

6. Gold Support Service Coverage Period

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

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

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

7. Priority Based Support

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

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

2. Medium Priority: This is a serious Ordering Activity issue which impacts ability to utilize the product effectively such as:
 - a. Intermittent or inconsistent functionality results or data accuracy
 - b. System performance is inconsistent or fluctuates
 - c. A workaround is available.
3. Low Priority: Non-critical problems are generally Use and Usability issues and or "how to" questions such as:
 - a. Data display inaccuracies or inconsistencies
 - b. How do I set up a holiday pay rule?
 - c. How do I run a report?
 - d. Misspells
 - e. Misaligned text
 - f. Other cosmetic problems

8. Response Time

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

Customers will be serviced during regular business hours in accordance with the following guidelines:

High Priority – 2 hours

Medium Priority – 4 hours

Low Priority – 8 hours

All response times are business hours.

9. Critical Outages

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

SECTION C

APPLICATION HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. MANAGED SERVICES STATEMENT OF WORK

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

3. AUTHORIZED USE

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

4. MAINTENANCE ACCESS

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

5. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; ORDERING ACTIVITY OBLIGATIONS

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

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

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

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

6. INTERNET ACCESS

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

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

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

7. COMMENCEMENT OF PAYMENT.

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

8. LIMITATION OF LIABILITY

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

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

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

9. DATA SECURITY

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

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

9.3 Prior to initiation of the Program and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor through Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity and which could be imposed on Kronos as a result of provision of the Program. Ordering Activity will ensure that:

(a) the transfer and storage of any Personally Identifiable Data to Kronos and managed by Kronos' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Ordering Activity will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

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

10. TERMINATION

10.1 Upon termination, Contractor shall have no obligation to continue to provide the Program. Failure to make payment of the Program fees or of any other default of the Ordering Activity shall not constitute a waiver by contract of any such fees or other fees which remain unpaid.

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

SECTION C-1 CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Term” means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

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

2.2 Reserved.

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

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

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

3. CLOUD SERVICES, FEES AND PAYMENT

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

3.2 Reserved.

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

4. AUTHORIZED USE

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

5. MAINTENANCE

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

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

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

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

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

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

7. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Contractor and Contractor's representatives with physical or remote access to

Ordering Activity's computer and network environment as mutually agreed upon may be reasonably necessary in order for Contractor to perform its obligations under the Agreement. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Agreement.

8. SERVICE LEVEL AGREEMENT

Contractor shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference.

ORDERING ACTIVITY'S SOLE AND

EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT C-1.1.

9. LIMITATIONS

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE SECTION A OF ATTACHMENT A, EXCEPT WITH RESPECT TO

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

10. DATA SECURITY

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

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

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

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

EXHIBIT C-1.1

SERVICE LEVEL AGREEMENT (SLA)

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

99.75% Application Availability

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

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

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

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

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

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

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

Currently scheduled Maintenance Periods for the Cloud Services are:

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

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

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

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

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

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

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

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

SECTION D

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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

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

1. DEFINITIONS

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

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

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form.

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

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

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

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

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

“Equipment” means Kronos equipment specified on an Order Form.

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

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

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

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

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

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

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

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

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

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

“Term” means the Initial Term and any Renewal Terms thereafter.

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

2. TERM

- 2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.
- 2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.
- 2.3 If the Order Form is terminated for any reason:
- (a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section D by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation Services not delivered by Contractor;
 - (b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect, and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;
 - (c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;
 - (d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and
 - (e) All provisions in the Section D of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

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

4. RIGHTS TO USE

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

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

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

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

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

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

5. ACCEPTABLE USE

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

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

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

6. CONNECTIVITY AND ACCESS

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

7. IMPLEMENTATION AND SUPPORT

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

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

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

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

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

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

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.

REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

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

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

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

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

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

- (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
- (iv) Ensure that the Equipment is returned to Kronos properly packaged; and

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

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

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

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

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

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

8. ORDERING ACTIVITY CONTENT

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

9. EQUIPMENT

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

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

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under Section D of this Attachment A and Order Form.
- b) **Insurance.** Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity’s obligations under the Section D of this Attachment A and Order Form.
- c) **Location/Replacement.** Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos’ prior written consent. Kronos shall, subject to the Ordering Activity’s security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity’s premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment’s attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted. If Ordering Activity fails to return Equipment within this time period, Contractor shall invoice Ordering Activity for the then list price of the Equipment.

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

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The “Warranty Period” for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in the Section D of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.
Equipment support services can be extended for additional one year terms on the anniversary of its commencement date (“Renewal Date”) if agreed upon by the issuance of a new order and Contractor accepting such order.

10. SERVICE LEVEL AGREEMENT

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

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

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

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

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

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

12.0 DATA SECURITY

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

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

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

13. LIMITATION OF LIABILITY

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

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

13.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES,

MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

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

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

14. CONFIDENTIAL INFORMATION

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

15. EXPORT

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

16. GENERAL

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

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

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

EXHIBIT D-1

Kronos® Workforce Central & Workforce TeleStaff

Cloud Offering – Single Tenant

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

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

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

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

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

<p>Read-Only ODBC Access: Kronos will provide customer read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak</p>	<p>If selected on Order Form</p>
<p style="text-align: center;">Cloud Offering</p> <p>processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to customer's internal systems to account for limitations of read-only ODBC protocol.</p>	
<p>Basic Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe. The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p>	<p>Included</p>

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

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

Guidelines and Assumptions:

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

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

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

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

Workforce Central Upgrade Services

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

The table below reflects the included upgrade tasks.

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Project Coordination: Project Manager to coordinate the upgrade project. <ul style="list-style-type: none"> Up to eight 30-minute weekly status calls (one per week) Coordinate Kronos resources Send meeting invites Provide Project Timeline and expected customer commitment at the start of the project Provide initial Project Schedule and communicates progress during weekly status calls 	Included
Provide Communication Plan and Contact List	
Planning Phase	
Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Assessment Phase	
Assessment of Interface Upgrade	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included

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

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

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

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

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

EXHIBIT D-2 SERVICE LEVEL AGREEMENT (SLA)

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

99.75% Application Availability

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

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

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

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

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

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

Currently scheduled Maintenance Periods for the Services are:

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

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

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

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

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

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

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

SECTION E

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Term” means the Initial Term and any Renewal Terms thereafter.

2. TERM

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

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

2.3 If the Order Form is terminated for any reason:

- (a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section E by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for services not delivered by Contractor;
- (b) Ordering Activity’s right to access and use the Applications shall be revoked and be of no further force or effect and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;
- (c) No more than fifteen (15) days after termination (or upon Ordering Activity’s written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or

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

- (d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and
- (e) All provisions in the Section E of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

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

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

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

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

4. RIGHTS TO USE

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

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

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

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

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

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

5. ACCEPTABLE USE

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

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

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

6. CONNECTIVITY AND ACCESS

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

7. IMPLEMENTATION AND SUPPORT

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

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

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Contractor through Kronos will provide the following Depot Exchange Support Services to Ordering Activity:

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

(b) Contractor will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos's choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.

REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED.

Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Ordering Activity access to Equipment service packs via the Kronos customer Portal.

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

8. Ordering Activity content

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

9. EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

10. SERVICE LEVEL AGREEMENT

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

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

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

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

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

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

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

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

12.0 DATA SECURITY

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

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

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

13. LIMITATION OF LIABILITY

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

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

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

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

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

14. Confidential information

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

15. EXPORT

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

16. GENERAL

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

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

Kronos® Workforce Ready™ Implementation Guidelines

Travel Expenses

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

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

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

SECTION F

Professional and Educational Services Engagement Policies

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

Professional Services:

1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.
2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 2. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - d. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.
 - e. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - f. Onsite Support requiring Travel:

- i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations.
9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel, Ordering Activity will be charged for failure to meet the following notification requirements:
2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer cancels on:
 - Friday - no penalty
 - Monday - 50% of planned charges are invoiced (2 hours) -Tuesday - 100% of planned charges are invoiced (4 hours) Here is a holiday example:

- o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer cancels on:
 - Thursday - no penalty
 - Friday - 50% of planned charges are invoiced (2 hours)
 - Monday- holiday; doesn't count as "business day"
 - Tuesday --- 100% of planned charges are invoiced (4 hours)

Kronos Professional Services recognizes the following holidays:

New Year's Day President's Day Memorial Day

Independence Day Labor Day

Thanksgiving Day and the day after

Christmas Day

Change Order Process:

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

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.
2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
 - a. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.
3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services ordered are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire. New Order will need to be reissued by the Contracting Agency
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates. Weekend is 5:00 PM Friday - 8:00 AM Monday.
 - c. Holiday
There will be a 2.0 times premium in either per student public or per class private day rates. Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role.
Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.) subject to applicable Government security requirements.
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.

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

SECTION G

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

Product Coverage

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

Workforce Central suite

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

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

Workforce Analytics (WFAN) – supported components include:

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

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

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

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

Timekeeper Central

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

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

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

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

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

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

Updates

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

Support Exclusions

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

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

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

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

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

Support Discontinuance — End of Service Life

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

Reinstatement of Support Services

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

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

Service Coverage Period

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

Support Services groups:

US - 8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support

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

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

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

No workaround is available.

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

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

A workaround is available.

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

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

A workaround is available on the Ordering Activity portal.

Response Time

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

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

All response times are business hours.

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

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

Critical Outages

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

Technical Escalation

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

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

Management Escalation

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

Software Support Services and Features

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

Platinum Plus Support Service

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

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support

- Access to Senior Support Engineers

- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

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

Gold Plus Support Service

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

Gold Support Service

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

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base

- Documentation (Manuals and User Guides)

- Service packs

Customer forums

Technical Advisories and Technical Insiders

Frequently asked questions (FAQs)

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

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

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

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

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

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

SHRM e-Learning (Available to Gold and Platinum level customers)

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

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)

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

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce

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

Knowledge Base (Available to all Support Agreement customers)

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

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that Ordering Activities ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

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

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides Database views reference guides.

Customer Forums (Available to all Support Agreement customers)

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

Remote Support (Available to all Support Agreement customers)

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

Per-event Software Service

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

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

Conditions:

1. Time billed is minimum billable in accordance with the terms and conditions of the underlying contract and the purchase order.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday– Friday.
3. The response time for customers without a support agreement is within two business days.
4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service

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

How it works:

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

You install your spare unit from your inventory.

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

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

Availability:

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

Conditions:

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

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

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

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

Terminals are warranted for 90 days from date of shipment.

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

Depot Repair Service

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

How it works:

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

You install your spare unit from your inventory.

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

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

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

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

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

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

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

Repairs are warranted for 90 days from date of shipment.

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

Device Software Maintenance

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

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

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

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

How it works:

Go to the Customer portal at <http://customer.kronos.com>.

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

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

Availability:

The Device Software Maintenance offering is available worldwide.

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

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

Per-event Repair Service

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

How it works:

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

You install your spare unit from your inventory

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

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

Conditions:

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

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

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

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

Repairs are warranted for 90 days from date of shipment.

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

SECTION H

WORKFORCE TELESTAFF IVR SERVICE (Licensed or User Based)

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

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

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

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer’s internal use, by which Ordering Activity may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”
2. Maintenance. Telestaff IVR maintenance will entitle Ordering Activity to Telestaff IVR phone support and software updates and shall commence on the date set forth in the applicable Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Ordering Activity’s Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Ordering Activity wants maintenance for the Workforce Telestaff IVR License Per Port, Ordering Activity must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. Implementation. To initiate and setup administration of the required communications, Contractor through Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work (“SOW”). Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.
4. Methodology of payment: The Contractor will invoice Ordering Activity as set forth on the applicable purchase order Contract and as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the “Minute Usage Fee”) at a rate identified on the Order Form. Ordering Activity’s right to begin using the service shall begin upon activation of the service after implementation/configuration.
5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Ordering Activity agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Contractor shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Contractor’s control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider’s Acceptable Use Policy found at: <http://voxeo.com/aup> and Ordering Activity agrees that it shall be liable for all loss, damage or injury that may result from Ordering Activity’s failure to abide by such Policy. Ordering Activity acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

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

Security of Your Personal Information

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

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

SECTION I WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

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

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

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

Exhibit A: Attachment A-1: Equipment Purchase, Rental, and Support

Attachment A-2: Service Level Agreement

Exhibit B: Workforce Dimensions Cloud Guidelines

Exhibit C: Customer Success

Exhibit D: Acceptable Use Policy (AUP):

Exhibit E: AtomSphere Service and Boomi Software

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

“Ordering Activity Indemnified Party(ies)” means Ordering Activity and Ordering Activity’s respective directors, officers, and employees.

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

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

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

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

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

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

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

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

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

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

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

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

“PEPM” means the per employee per month fee for a Ordering Activity’s Authorized Users access to the Service.

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

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

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

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

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

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

“Term” means the Initial Term and any Renewal Terms.

1. Order Forms

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

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

g. Reserved

1.2 The following Fees may appear on an Order Form:

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

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

2. Billing

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

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

3. Implementation Services, Professional Services, and Educational Services

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

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

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

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

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

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

4. Service Level Agreement

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

5. Data, Confidentiality, Security and Privacy

5.1 Data

5.1.1 Ordering Activity owns Customer Data. Ordering Activity is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Ordering Activity is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

5.2 Confidentiality

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

5.3 Security and Privacy

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Ordering Activity consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Ordering Activity will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Ordering Activity has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Ordering Activity will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Contractor through Kronos will notify Ordering Activity in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. Warranty

Contractor warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Ordering Activity informs Contractor in writing that there is a material deficiency in the Service which is making this warranty untrue, Contractor will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Contractor is unable to do so within a reasonable period of time, Ordering Activity may terminate the then remaining Term of the Order Form under Section I of this Attachment A, which will be Ordering Activity's sole and exclusive remedy. Ordering Activity agrees to provide Contractor with reasonable information and assistance to enable Contractor to reproduce or verify the non-conforming aspect of the Service.

7. License

7.1 Technology License

7.1.1 As part of the Service, Contractor will provide Ordering Activity access to and use of the Technology, including the Applications. Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Ordering Activity acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Ordering Activity's payment of the corresponding PEPM Fees. Ordering Activity

agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Ordering Activity agrees not to use any other Application nor increase the number of employees using an Application unless Ordering Activity enters into an additional Order Form that will permit the Ordering Activity to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Ordering Activity has a right to use this Technology and to receive the Service subject to this Section I. No other use of the Technology is permitted. Ordering Activity is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Ordering Activity cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. Scope and Authority

8.1 Authorized Users may access the Service on Ordering Activity's behalf, and Ordering Activity will be responsible for all actions taken by its Authorized Users. Ordering Activity will make sure that Authorized Users comply with Ordering Activity's obligations under this Section I. Unless Contractor breaches its obligations under this Section I, Kronos is not responsible for unauthorized access to Ordering Activity's account, nor activities undertaken with Ordering Activity's login credentials, nor by Ordering Activity's Authorized Users. Ordering Activity should contact Contractor immediately if Ordering Activity believes an unauthorized person is using Ordering Activity's account or that Ordering Activity's account information has been compromised.

8.2 Access to the Service includes access to the Marketplace feature (the "Marketplace"). The Marketplace allows Ordering Activity to electronically enter into agreements and make transactions such as orders, contracts, statements of work, and notices of cancellation. Ordering Activity shall configure the Marketplace to disable use by its Authorized Users if it does not agree to enter into electronic transactions or agreements. Ordering Activity acknowledges that if it does not disable use of the Marketplace it agrees to be bound by agreements and transactions electronically entered into through the Service.

9. Suspension

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

9.2 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the AUP. Contractor through Kronos and its third party cloud service provider reserve the right to review Ordering Activity's use of the Service and Customer Data for AUP compliance and enforcement. Ordering Activity acknowledges that failure to comply with the AUP may result in a significant threat to the security or functionality of the Services. If Contractor through Kronos discovers an AUP violation,

Contractor through Kronos may temporarily suspend Ordering Activity's use of the Service immediately without notice.

Article 10. Termination

10.1 Effects of Termination

If the Section I is terminated for any reason:

- a. All Fees will be paid by Ordering Activity for amounts owed through the effective date of termination.
- b. Any Fees paid by Ordering Activity for the Service not rendered prior to the effective date of termination will be refunded to Ordering Activity.
- c. Ordering Activity's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Ordering Activity will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Contractor through Kronos that will enable Ordering Activity to so extract Customer Data. If Ordering Activity requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section I.
- d. Contractor through Kronos will delete Customer Data after Ordering Activity's rights to access the Service and retrieve Customer Data have ended. Contractor through Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Contractor and Ordering Activity will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section I.
- f. Provisions in this Section I which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. Extent and Limitations of Liability

11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION I OF THIS ATTACHMENT A, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR'S SUPPLIERS TO ORDERING ACTIVITY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION I WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

11.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS SECTION I. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

11.3 THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS; NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Changes

The information found in any Exhibit (or at any URL referenced in this Section I) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

13. Feedback

From time to time, Ordering Activity may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Ordering Activity hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Ordering Activity or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section I limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14. General

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

Attachment A-1: Equipment Purchase, Rental, and Support

The following terms and conditions supplement the terms and conditions of Exhibit A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable.

1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor through Kronos sells to Ordering Activity the Equipment listed on that Order Form for the price stated on that Order Form. Payment and delivery terms are as stated on the Order Form. Contractor will invoice Ordering Activity for purchased Equipment upon shipment of the Equipment.

2. Equipment Rentals

The following terms apply only to Equipment Ordering Activity rents from Contractor when indicated on the applicable Order Form as Rental Equipment:

2.1 Rental Term and Warranty. The term of the Equipment rental and the warranty for such Equipment shall run coterminously with the Term of the Service.

2.2 Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times during the Term. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations hereunder.

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

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

2.5 Equipment Support. Contractor shall provide to Ordering Activity the Depot Exchange Equipment Support Services described below, the Fees for which are included in the Rental Fees for the Equipment.

2.6 Return of Equipment. Upon termination or expiration of the Rental Period for the Equipment or upon termination or expiration of the Order Form, for any reason, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted.

3. Warranty

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

- a. damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b. failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Documentation; or
- c. malfunctions resulting from the use of badges or supplies not approved by Kronos.

4. Firmware

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

5. Export

Ordering Activity acknowledges that the Equipment may be restricted by the United States Government or by the country in which the Equipment is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Equipment.

6. Equipment Support

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide Equipment Support Services for Ordering Activity's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form to and from locations within the United States and Puerto Rico.

6.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth in Section 3 of this Section I. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), if agreed upon by the issuance of a new order and Contractor accepting such order.

6.2 Payment

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Ordering Activity under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

6.3. Depot Support Service

6.3.1 Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote support in an attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair

- selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of Attachment A.

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

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

6.3.4 Device Software Updates Only: Ordering Activity shall be entitled to receive:

- a. Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
- b. Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Products.

6.4 Service packs for the Products are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Products under an annual Equipment Support Services plan with Kronos.

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

6.6 Responsibilities of Ordering Activity

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

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

- b. De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- c. Ensure that the Product(s) are returned to Kronos properly packaged; and
- d. Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

6.7 Support Exclusions

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

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

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

7. Warranty

Contractor warrants that all repairs performed under this Section I shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

8. Limitation of Remedies

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

Attachment A-2: Service Level Agreement

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this Attachment A-2. This Attachment A-2 does not apply to the Boomi development environment described in Exhibit E.

Availability: The production environment of the Service will maintain 99.75% Availability. SLA Credits become available starting the month after Ordering Activity's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Ordering Activity is entitled to a credit to Ordering Activity's monthly invoice for the affected month, such credit to be equivalent to 3% of Ordering Activity's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Ordering Activity's monthly PEPM Fees.

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

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Ordering Activity; (d) any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of this Section I; (i) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions. The current Maintenance Period is each Saturday, 12:00 AM - 4:00 AM (US) EST.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Ordering Activity and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

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

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Ordering Activity with Availability metrics on a monthly basis for each prior calendar month. Ordering Activity must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Ordering Activity waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

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

Exhibit B: Workforce Dimensions Cloud Guidelines

Solution Definition	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
Connectivity	
Connectivity to service	The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships. Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.
Connectivity	
SFTP accounts	The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos' integrations. The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login are not supported by the SFTP service.
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Usage	
Storage	Storage will be aligned with the number of employees using Workforce Dimensions and the number of software modules being deployed. Storage is covered by the per-employee-per-month fees.
Secure file transfer limits	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: <ul style="list-style-type: none"> - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
API usage	Data can be accessed through APIs. Kronos reserves the right to limit usage of APIs to preserve the integrity of the system and to charge additional fees for usage of the APIs beyond "normal levels" as required for integrations with other systems. The expected volume of API calls may be exceeded by building additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
Policies	
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.

Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Data retention	As part of the standard offering transactional data will be retained for 3 years in production environment and an additional 4 years in archive. After the 7 years' customers will need to extract data that they require to keep for longer periods of time. Kronos has the right to purge the data after 7 years.
Customer termination support	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Servicelevel agreement uptime	99.75% system availability
Maintenance window	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
Data usage	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

Exhibit C: Customer Success

Workforce Dimensions

Success Plans

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our two Success Plans are designed to meet your unique organizational needs and help you maximize the full value of your Kronos® solution.

Essentials

» A digital, self-service, community-based approach

Enhanced

» Personalized guidance, one-on-one success planning, and technical support

	Essentials	Enhanced
Included		
KGS Technical Support	8 a.m. – 8 p.m. M–F support 2-hour response time to cases	24-hour x 7-day support 1-hour response time to cases
24x7 Mission-Critical Support	•	•
Kronos Community	•	•
Kronos Onboarding Experience	•	•
Kronos KnowledgeMap™	•	•
Customer Success Manager	Team	Named
Integration/API Support		•
Configuration Review		•
Industry Best-Practices Review		•
New Feature Review and Activation*		•
Extras		
Technical Account Manager		Fees Apply
Kronos KnowledgeMap Live		Fees Apply
Help Desk Services		Fees Apply
Managed Services		Fees Apply

*Assistance integrating new licensed and nonlicensed features under 8 hours is supported.

Workforce Dimensions

Essentials Success Plan

Accelerate value through a digital, self-service, community-based model

Bundled to Meet Your Fundamental Needs

The Essentials Success Plan is the foundational success plan for all Kronos® customers. This level of service provides the support, coverage, and resources you'll need to keep your solution up and running effectively. Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management.

Features	Description
Support Services	
Local Time Zone Support	8 a.m. – 8 p.m. M–F support, 2-hour response time to cases
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Team	A team of industry experts dedicated to helping you find answers to your questions, navigate challenges, and celebrate success

The Essentials Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Workforce Dimensions

Enhanced Success Plan

Amplify business outcomes with tailored success paths and technical expertise

One-on-One Success Management

The Enhanced Success Plan is focused on helping you uncover the full value of your Kronos® solution by teaming you with expert-level resources. You'll experience rapid results from reliable partnerships with key Kronos resources who will help you take optimization to the next level and establish an outcome-driven, long-term plan for realizing the success you expect.

Features	Description
Support Services	
Local Time Zone Support	24-hour x 7-day support, 1-hour response time
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Integration/API Support	Enhance and update existing integrations and API customizations
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Manager	A dedicated industry expert helps you realize business value from your software investments by aligning Kronos with your company's roadmaps, conducting executive business reviews, and acting as your trusted advocate
New Feature Review and Activation	Periodic product release review and new feature recommendations based on your business goals, and assistance activating them in your Kronos environment
Configuration Review	Optimize use of your Kronos solution based on your usage patterns
Industry Best-Practices Review	Review solution configuration and use of your Kronos solution against industry peers, and provide best-practice recommendations to drive additional value

The Enhanced Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. If Ordering Activity violates the Policy or authorizes or helps others to do so, Contractor may suspend use of the Service until the violation is corrected, or terminate the Order Form for cause in accordance with the terms of this Section I.

No Illegal, Harmful, or Offensive Use or Content

Ordering Activity may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Ordering Activity may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Ordering Activity will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Ordering Activity will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Ordering Activity may not make network connections to any users, hosts, or networks unless Ordering Activity has permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Ordering Activity will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Ordering Activity will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Ordering Activity will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Contractor through Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Contractor through Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Contractor through Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Contractor through Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Ordering Activity becomes aware of any violation of this Policy, Ordering Activity will immediately notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Ordering Activity has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Ordering Activity may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Ordering Activity use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in the hyperlink below.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth at: www.kronos.com/workforce-dimensions/agreement/attachment-e1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Ordering Activity or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section I related to the Service apply to the Boomi AtomSphere Service. Upon termination, Ordering Activity's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Sales Quotation

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

Quote Number: [REDACTED]
Quote Date: 1/30/2025
Expiration Date: 3/1/2025

Manufacturer Quote #: [REDACTED]
Manufacturer Ref #: [REDACTED]

Contract No.: DIR-TSO-4315
CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

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

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

Manufacturer Contact: Hoover, Erica
713 802 6838 erica.hoover@ukg.com

PLEASE REFERENCE THE FULL QUOTE IMMIX NUMBER - QUO-____-____ - AND GOVERNMENT CONTRACT NUMBER ON ALL PURCHASE ORDERS ISSUED AGAINST THIS QUOTE

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please email purchase order to kronos@immixgroup.com.
Please include any tax-exempt certificates, where applicable.

Included at no cost:
UKG Pro Workforce Management Bundle
UKG PRO WFM INTEGRATION TO UKG TELESTAFF

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604538-000A	DIR-TSO-4315	XAAS	UKG PRO TIMEKEEPING HOURLY - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$4.4600	\$107,040.00
Period of Performance: 3/18/2025 to 3/17/2026.							
2	8604543-000A	DIR-TSO-4315	XAAS	UKG PRO ANALYTICS - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$1.2500	\$30,000.00
Period of Performance: 3/18/2025 to 3/17/2026.							
3	8604540-000A	DIR-TSO-4315	XAAS	UKG PRO LEAVE (Includes Accruals) - STANDARD LIC, PEPM (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.8900	\$21,360.00
Period of Performance: 3/18/2025 to 3/17/2026.							
4	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (1950 lic x 12 mo)** TRUSTED PRODUCT **	23400	\$0.6200	\$14,508.00
Period of Performance: 3/18/2025 to 3/17/2026.							
5	8604539-000A	DIR-TSO-4315	XAAS	UKG PRO ACCRUALS - STANDARD LIC, PEPM (50 lic x 12 mo)** TRUSTED PRODUCT **	600	\$0.4500	\$270.00
Period of Performance: 3/18/2025 to 3/17/2026.							
6	8604976-000	DIR-TSO-4315	XAAS	UKG PRO Data Hub Premium - PEPM (Per employee per month) (2000 lic x 12 mo)** TRUSTED PRODUCT **	24000	\$0.1200	\$2,880.00
Period of Performance: 3/18/2025 to 3/17/2026.							
ANYTHING AS A SERVICE							\$176,058.00
Grand Total							\$176,058.00

IM05306 - SID: 6042053

3/18/25 - 3/17/26

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

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

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

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.

immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:

http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf



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

TERMS AND CONDITIONS FOR KRONOS PRODUCTS AND SERVICES

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

- A. KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA) AND PROFESSIONAL SERVICES
- B. KRONOS webTA SUPPORT POLICIES AND SERVICES
- C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS
- D. KRONOS WORKFORCE CENTRAL SAAS TERMS
- E. KRONOS WORKFORCE READY SAAS TERMS
- F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES
- G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)
- H. KRONOS WORKFORCE TELESTAFF IVR SERVICE
- I. WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

KRONOS GENERAL COMMERCIAL SALES TERMS

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

SECTION A

KRONOS GENERAL TERMS’ SALES SOFTWARE, SOFTWARE, PROFESSIONAL SERVICES AND SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA)

1. GENERAL LICENSE TERMS

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

2. FEE BASED LIMITATIONS

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

3. OBJECT CODE ONLY

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

4. PERMITTED COPIES

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

5. UPDATES

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

6. LIMITED WARRANTY

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

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Ordering Activity is responsible for ensuring that Ordering

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

7. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

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

(b) WARRANTY

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

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

(c) **KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES**

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

8. SOFTWARE SUPPORT SERVICES

(a) **SUPPORT OPTIONS**

Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum

Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Ordering Activity must purchase the same Service

Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) **TERM OF SOFTWARE SUPPORT**

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

(c) **GOLD SERVICE OFFERINGS**

Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that

Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity shall issue a new purchase order to Contractor for such installation or retraining at Contractor's then current prices.

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

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

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

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

(d) **PLATINUM AND PLUS SERVICE OFFERINGS:**

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

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

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

(e) **ADDITION OF SOFTWARE**

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

(f) **RESPONSIBILITIES OF ORDERING ACTIVITY**

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

(g) **WARRANTY**

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

9. EQUIPMENT SUPPORT SERVICES

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

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

9.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Section A of this Attachment A entered into between Contractor and Ordering Activity.

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

9.2 PAYMENT

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation

Ordering Activity's "Spare Products" (as defined below), will be covered by the Depot Support Services or Service Packs. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services.

9.3 DEPOT SUPPORT SERVICE DESCRIPTION

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

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

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

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

9.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

If Ordering Activity purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Ordering Activity shall be entitled to receive:

- (a) Service packs for the Terminals (which may contain Terminal system software updates, firmware updates, security updates, and Terminal feature enhancements) available for download at Kronos' customer web site.
- (b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading equipment service packs for the Terminals; and

9.5 RESPONSIBILITIES OF ORDERING ACTIVITY

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

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

9.6 SUPPORT EXCLUSIONS

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

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

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

9.7 WARRANTY

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

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

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

9.8 LIMITATION OF REMEDIES

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

10. KRONOS SUPPORT SERVICE POLICIES

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

11. EXPORT

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

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

12. FIRMWARE

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

13. TRAINING POINTS

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

14. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

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

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

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

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

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

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

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

15. CONFIDENTIAL INFORMATION

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

16. GENERAL

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

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

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

17. INSPECTION/ACCEPTANCE.

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

(1) Within the warranty period; and

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

SECTION B

KRONOS webTA SUPPORT POLICIES AND SERVICES

1. General Information

- The current Gold Support standard policies and maintenance services for the Kronos webTA and Kronos Federal Apps families of products are listed below unless the Ordering Activity has different agreements in their existing contracts governing their maintenance support services. In the absence of a specific maintenance support services contract between Kronos and the client the maintenance support services listed in this document prevail.
- With respect to Kronos' separate product line of Workforce Central Software products and equipment, the standard policies and maintenance services can be found in Section G of this Attachment A
- Kronos webTA and Kronos Federal Apps customers are only eligible to receive Gold Support. Kronos Gold Plus, Platinum and Plus Programs are not available under webTA support and maintenance agreements.
- Kronos Gold Support does NOT include or provide non-business hours support in any form (see "Gold Support Coverage Period" section below for specifics). Should a client request non-business hours support then a client specific support contract and funding mechanism (p.o.) must be in place in advance of the support requested by the Client. Kronos cannot guarantee or commit that it will have personnel available to provide non-business hours support, even if a Client specific contract and funding mechanism is in place, without 3 business day prior notice of the support requested and confirmation from the Client contracting officer that a p.o. is in place to pay for non-business hours billed by Kronos. If Kronos agrees with Client specific contract to provide non-business hours support then the client specific non-business hours support contract will include at a minimum that Kronos will consider all non-business hours requests as on-call requests and will bill the Client for all on-call hours for all Kronos personnel involved.

2. Product Coverage

Ordering Activities must purchase the same software support service type for all Kronos webTA software products and/or Kronos Federal Apps for each installation. The Kronos webTA and Kronos Federal Apps families of products are solely and exclusively sold to entities within the U.S. Federal Government. The Supported Product List for the Kronos webTA and Kronos Federal Apps families of products is as follows:

Kronos webTA Products v3 and v4 (legacy):

- Kronos webTA – time, attendance & leave management
- Kronos webLM –project tracking & costing
- Kronos webTA Services – interoperability, interfacing, SOA, API
- Kronos webTA Report Server V3 only– web based reporting server
- Kronos webTA Reports V3 only– web based webTA reporting

- Kronos webTA Reports V4 only– web based webTA reporting
- Kronos webTA Smart-time – required for time in/time out time, suggestion based attendance & leave
- Kronos webTA Guide – service enabled on line training module (available for capacity add only, existing installations)
- Kronos webLD – labor activity & task distribution tracking & costing
- Kronos webCT – case activity & task tracking & costing

Kronos Federal Apps v4.2 Only (legacy):

- Kronos FedTC – employee role only time card data collection & submission
- Kronos FedLPP – employee role only leave & premium pay request data collection & submission
- Kronos FedTITO – employee role only time in/time out time card data collection & submission
- Kronos FedSP – supervisor role only time card, leave & premium pay certification

Kronos webTA Products v5:

- Kronos webTA V5 – time, attendance, and leave management
- Kronos webTA Smart-time V5 – required for time in/time out, suggestion base attendance & leave
- Kronos webLM V5– project tracking & costing
- Kronos webLD V5 – labor activity & task distribution tracking & costing
- Kronos webCT V5– case activity & task tracking & costing
- Kronos webTA Web Services V5 – interoperability, interfacing, SOA, API
- Kronos webTA Reports V5 – web based webTA reporting

Kronos webTA and Kronos Federal Apps Families of Products

Contractor through Kronos only provides maintenance service support for the current version and release of the Kronos webTA and Kronos Federal Apps (for example, v5) and the immediate prior supported versions and releases (for example, v3.8, v4.1, v4.2) of the Software. Resolution of an issue may require that an Ordering Activity upgrade to the current release or version of the Software.

Kronos defines Version, Service Pack, and Patch as follows –

- **Version:** A software product upgrade that includes major new features or functionality.
- **Service Pack:** A software product upgrade that includes minor new features or functionality as well as defect repairs, bundled into a single update. Service Packs are cumulative - Service Pack “N” will, at minimum, include all of the changes delivered in Service Pack N-1.
- **Patch:** a defect repair for a Blocker Priority issue, delivered in advance of the next Service Pack.

Note: the software product hierarchy is: Version, Service Pack, Patch

Note: Kronos reserves the right to make any changes it deems necessary for bug fixes or core features at their sole discretion. If a customer is receiving a service pack, Kronos will determine the scope of the service pack, considering the customers’ inputs, but the final scope will be determined by Kronos alone.

3. Support Exclusions

Kronos Gold Support service does not include service to the Software resulting from, or associated with any of the following. Kronos will consider any request for any work associated with any aspect of the following out of scope for this agreement and therefore treated as a professional services engagement to diagnose and address subject to the Contractor's current Kronos Professional Service rates. Kronos requires written acknowledgement from Ordering Activity's authorized representative before commencing troubleshooting efforts.

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos or intended use; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos, including all middleware, authentication tools, security tools, and database changes and configurations; or
8. If a client alters the database in any manner on their own without partnering with Kronos then the maintenance support and warranties are no longer valid; or
9. Re-programming, including reconfiguration of the Software or any work on Ordering Activity's database.
10. Kronos will support or implement Software under the currently supported releases of 3rd party vendor infrastructure products (database, operating, and application software) only; or
11. Code developed by the customer, or by any consultant or contractor, which is not authorized by Kronos.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the Contractor's current Kronos Professional Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, work schedules, accounting structures, workflows, role definitions, scripts, and interfaces. Creating New Business Rules
 - a. Terminal Programming and Cold Start
 - b. Pay Period Changes
2. IT related maintenance or external system configurations, analysis, and troubleshooting
 - a. Unsupported Operating System, Database, or Software
 - b. Database Software upgrades or troubleshooting
 - c. Middleware upgrades or troubleshooting
 - d. Performance related issues caused by non application events
 - e. SSO Requirements or support
 - f. Load Balancing configuration or support
 - g. Monitor/management tools

- h. Internet security consulting/firewall integration or POAM support and remediation
 - i. API/XML consulting
 - j. Web Services consulting
 - k. IT process review (backup, refresh, etc.)
 - l. VMWare (Virtual Machine)
 - m. All hardware (other than Kronos hardware)
- 3. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces
 - b. Custom Reports
 - c. Custom Application extensions
 - d. Creating SQL queries
 - e. Modifying SQL queries created by Kronos or Ordering Activity
 - f. Migrating SQL queries prior versions
- 4. Editing templates and creating new templates
- 5. Installing or reinstalling Applications such as, but not limited to:
 - a. Adding a workstation
 - b. Moving the Kronos application
 - c. Reinstalling following a hard drive crash
 - d. System Restoration after hardware failure
 - e. Virus Protection and Spyware
- 6. Database Administration Maintenance or Services such as, but not limited to:
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Load balancing
 - f. Data warehouse, data mart, cloud computing, data mashing consulting
 - g. Disaster Recovery (other catastrophic failure)
 - h. Database backup strategy and/or setup
 - i. Troubleshooting or error remediation
- 7. Establishing or maintaining a Non-Production Environment such as, but not limited to:
 - a. Test environments, i.e., application servers, database servers
 - b. Demonstration environment
 - c. Training environment
 - d. Stage environments
 - e. Disaster recovery environments
- 8. Troubleshooting Environmental Issues such as, but not limited to:
 - a. Operating System
 - b. Network Issues
 - c. Load Balancing
 - d. Firewalls
 - e. Servers
 - f. Workstations

- g. Alternate sign on processes, such as single sign on or e-Authentication
- 9. Custom Reports or Custom Application Extensions
- 10. Implementation or configuration services related to upgrading product such as, but not limited to:
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
- 11. Service to Kronos modified software is not provided, unless otherwise specified on the applicable Statement of Work and Purchase Order for such modified software.
- 12. Importing new data or developing additional interfaces
- 13. Load balancing configuration
- 14. Virtual server configuration

4. Support Discontinuance - End of Service Life

Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Contractor through Kronos would no longer provide any type of support for the discontinued Software - no calls accepted, and no patches, bug fixes or changes in any form will occur no matter the Ordering Activity issue. The Ordering Activity is eligible to receive the next version or release of the Software as long as they are current on their maintenance support services payment and their current Software is not yet discontinued.

If the customers current Software has been discontinued and the client is current on their maintenance, but the Ordering Activity has not upgraded to the new version or release by the date of discontinuance of support, then the client will have to purchase new licenses of the Software. Kronos would provide a credit toward the purchase new licenses by the unused portion of their maintenance payment.

If the Ordering Activity does not remain current on their maintenance support services before the discontinuance of support, then they will not receive the next version or release of the Software until they reinstate their licenses of the Software. The client must become current on their maintenance and upgrade to the new version or release before the discontinuance of support date to avoid having to purchase new licenses of the Software.

If the Ordering Activity did not remain current on their maintenance support services and did not become current on their maintenance supports services before the discontinuance of support, then they will not receive the next version or release of the Software until they purchase new licenses of the Software.

All Professional Services required to perform Software upgrades will be billable engagements at the then current Kronos rates.

5. Reinstatement of Support Services

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay the price for the Support service for such lapsed or unprocured time period, plus the current support fee for the support option being purchased by Ordering Activity.

6. Gold Support Service Coverage Period

Contractor through Kronos provides maintenance support services to their customers during regular business hours. Regular business hours are defined as weekdays, Monday through Friday, between 9 a.m. and 5 p.m. Eastern Time, except on Kronos holidays and Federal holidays.

Contractor through Kronos will provide on-call Tier 2 and Tier 3 help desk support to diagnose and correct Kronos webTA and/or Kronos Federal App system problems and bug fixes to the initial configured as tested, accepted, and deployed baseline release. The primary means of support is a 24-hour web interface to an electronic case management system. Support requests can be submitted at <https://community.kronos.com> or by calling our toll-free number, 800-394-4357. Support requests are forwarded to the appropriate support staff. Any requests submitted by phone will also be entered into the Kronos tracking system and managed via that system until the issue is resolved. As Kronos works to resolve issues submitted either by phone or entered directly into tracking system, all subsequent updates and statuses, reported by both the client and Kronos, will be posted and managed through the Kronos tracking system only.

A client must identify 1 or more individuals as designated webTA Administrators to fulfill that role as identified in the webTA software. A client must document these individuals by name & contact information. The trained webTA Administrators are the only authorized individuals to enter tickets into the Kronos tracking system, unless otherwise agreed upon and documented by the client and Kronos. Kronos support personnel will work with the client's webTA Administrators to assure that the client has thoroughly researched an issue on the client's end so that the client webTA Administrators can verify & document that it is truly a Kronos webTA issue that requires resolution.

7. Priority Based Support

Contractor through Kronos provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Kronos Federal Support has set up the following guidelines to assess the priority of each service request:

1. High Priority: These items are further defined as a critical outage. A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:
 - a. Production is down and unable to sign-off Time Cards
 - b. Crashes of the system
 - c. Loss of data
 - d. Severe memory leak
 - e. No workaround is available

2. Medium Priority: This is a serious Ordering Activity issue which impacts ability to utilize the product effectively such as:
 - a. Intermittent or inconsistent functionality results or data accuracy
 - b. System performance is inconsistent or fluctuates
 - c. A workaround is available.
3. Low Priority: Non-critical problems are generally Use and Usability issues and or "how to" questions such as:
 - a. Data display inaccuracies or inconsistencies
 - b. How do I set up a holiday pay rule?
 - c. How do I run a report?
 - d. Misspells
 - e. Misaligned text
 - f. Other cosmetic problems

8. Response Time

Response time shall mean from the time the case priority is set by Kronos' Federal Support Center until a Kronos support representative contacts the Ordering Activity, either by phone or via the Kronos tracking system during regular business hours, to begin service. Kronos utilizes a priority based support focus.

Customers will be serviced during regular business hours in accordance with the following guidelines:

High Priority – 2 hours

Medium Priority – 4 hours

Low Priority – 8 hours

All response times are business hours.

9. Critical Outages

Kronos Federal Support will provide continuous effort on all high priority critical outage events through either bug identification, the development of a workaround or problem resolution. *On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Federal Support engineer during this period. Support outside the scope of the services agreement is billable at the applicable Kronos rates and will require a separate order. If the critical outage is the result of or related to any factor listed in the Support Exclusions section of this agreement, then they are considered outside the scope of the services agreement and will require a separate order.*

SECTION C

APPLICATION HOSTING ADDENDUM SUPPLEMENTAL TERMS AND CONDITIONS

All references to Kronos in these Terms and Conditions should be read as "Contractor (immixTechnology, Inc.), acting by and through its supplier, Kronos Incorporated."

This Application Hosting Addendum of Supplemental Terms and Conditions (the “Addendum”) applicable for hosting services ordered by the Ordering Activity for Kronos Software licensed under Section A of this Attachment A.

1. DEFINITIONS

“Application Hosting Program” or “Program” means (i) accessibility to the commercially available object code version of the Kronos hosted applications, as set forth in the Managed Services SOW, by means of access to the password protected Ordering Activity area of the Kronos hosting environment, and (ii) all Hosting Related Services.

“Content” means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Program, including but not limited to information, data (such as payroll data, vacation time, and hours worked), designs, know-how, logos, text, multimedia images (e.g. graphics, audio and video files), compilations, software programs, third party software, applications, or other materials, or any other Ordering Activity content shared or processed on equipment under the control of Kronos or a Supplier.

“Hosting Related Services” means certain services set forth in a statement of work containing hosted related services (the

“Managed Services SOW”), such as hosting infrastructure, equipment, bandwidth, server monitoring, backup services, reporting services, storage area network (SAN) services, load balancing services, security services, system administration, connectivity services, performance tuning, service pack installation and all professional and/or managed services and maintenance services related to hosting.

“Initial Term” means the initial term for which Kronos shall provide the Program to Ordering Activity and as set forth in the applicable Managed Services SOW executed by Ordering Activity.

“Internal Use” means the use of the Program: (i) by Ordering Activity’s personnel solely for Ordering Activity’s internal business purposes and (ii) by any authorized employee, agent or contractor of Ordering Activity to process information relating to Ordering Activity’s employees assigned to, or potential employees of, Ordering Activity’s authorized business unit(s), solely for the internal business purposes of such business unit(s).

“Monthly Service Fee(s)” means the monthly fees described in the Managed Services SOW and set forth on the applicable Order Form, which shall include all Hosting Related Services fees.

“Order Form” means the order request form supplied by Ordering Activity that lists the Upfront Fees and Monthly Service Fees for the elements of Ordering Activity’s particular Program.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Production Environment” means a permanent environment established for the daily use and maintenance of the Application in a live environment throughout the term of a Program.

“Services Commencement Date” means that the earlier of (a) the date the Software will be ready to be transferred to the hosted environment, as mutually agreed by the parties in writing or (b) 90 days after the Effective Date. Notwithstanding the foregoing, the Services Commencement Date for software hosted in a Temporary Environment shall commence seven (7) days after the Effective Date. For Ordering Activity ordering additional Programs, the Service Commencement Date for the products list on that which is incremental to Ordering Activity’s existing products shall be the date this Order Form is executed

“Service Description” means the detailed service description (including any supplementary service terms) specified in the Managed Services SOW which sets forth the specific Program to be provided to the Ordering Activity.

“Supplier” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Program.

“Temporary Environment” means a transient database environment created to serve limited purposes for a limited time period, and identified in the applicable Managed Services SOW as a Temporary Environment.

“Upfront Fees” means the one time, Ordering Activity-specific infrastructure set-up fees as indicated on the Order Form that will be charged to Ordering Activity to enable access to the Program.

2. MANAGED SERVICES STATEMENT OF WORK

The description of the particular Program ordered by the Ordering Activity, the Program term, the Monthly Service Fee rates, the Upfront Fees and other fees, if any, applicable to the Program are described in the applicable Managed Services SOW and Order Form. Kronos will not change the Monthly Service Fee rates it charges for Ordering Activity’s existing Program, or the SLA, during the Initial Term. Thereafter the changes applicable charges may change to the extent consistent with the pricing.

3. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Program, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Addendum.

4. MAINTENANCE ACCESS

If Contractor through Kronos, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair the Program, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as necessary.

5. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; ORDERING ACTIVITY OBLIGATIONS

5.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity’s Content in the Program.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity’s Content will not: (a) infringe or violate any thirdparty right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

5.3 Ordering Activity will, at its own cost and expense, provide all equipment, operating systems, and software (including a web browser) not provided by Contractor through Kronos and needed to access and use the Program in accordance with the technical requirements set forth in the Managed Services SOW. Ordering Activity will also provide, at its own cost and expense, all connections from its computer systems to the Program, which shall include all related costs associated with Ordering Activity accessing the Program, unless such connectivity services are purchased from Contractor as indicated on the Managed Services SOW and Order Form.

5.4 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide access to the Program to any third party; (b) use the Program on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Program; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Program or any software components of the Program; (e) use, or allow the use of, the Program in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Program any virus or other code or routine intended to disrupt or damage the Program, alter, damage, delete, retrieve or record information about the Program or its users; or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Program.

6. INTERNET ACCESS

6.1 If Ordering Activity purchases from Contractor dedicated internet connectivity to utilize the Program, such dedicated access into the hosting center will be delivered to Ordering Activity.

6.2 If Ordering Activity uses open internet connectivity or Ordering Activity-supplied VPN internet connections to access the Program, Ordering Activity acknowledges that the performance and throughput of the internet connection cannot be guaranteed by Contractor through Kronos, and variable connection performance may result in application response variations.

6.3 Ordering Activity hereby acknowledges that the internet is not owned, operated, managed by, or in any way affiliated with Contractor, Kronos, its Suppliers or any of its affiliates, and that it is a separate network of computers independent of Contractor and Kronos. Access to the internet is dependent on numerous factors, technologies and systems, many of which are beyond Kronos' authority and control. Ordering Activity acknowledges that Contractor or Kronos cannot guarantee that the internet access services chosen by Ordering Activity will meet the level of up-time or the level of response time that Ordering Activity may need. Ordering Activity agrees that its use of the internet access services and the internet is solely at its own risk, except as specifically provided in this Addendum, and is subject to all applicable local, state, national and international laws and regulations.

7. COMMENCEMENT OF PAYMENT.

In consideration of the delivery of the Program, Ordering Activity shall pay Contractor the Monthly Services Fee as defined in the applicable Order Form. The Monthly Services Fee shall begin to accrue on the Services Commencement Date, and shall be invoiced monthly. In addition, Ordering Activity shall be billed the one time set-up fee and any additional Upfront Fees set forth in the applicable Order Form. Ordering Activity acknowledges that the billing commencement date does not coincide with implementation completion, final configuration, or go-live.

8. LIMITATION OF LIABILITY

KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH, EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. DATA SECURITY

9.1 As part of the Program, Contractor through Kronos shall provide those Kronos security-related services described in the Managed Services SOW. Ordering Activity acknowledges that the security-related services endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular security-related service as just one tool to be used as part of an overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties.

9.2 All Personally Identifiable Data contained in any Software, Equipment or systems supplied by Contractor through Kronos, or to which Contractor through Kronos has access to under this Addendum, as between Contractor and Ordering Activity, is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity hereby consents to the use, processing and/or disclosure of Personally Identifiable Data only for the purposes described herein and to the extent such use or processing is necessary for Contractor through Kronos to carry out its duties and responsibilities under this Addendum or as required by law.

9.3 Prior to initiation of the Program and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor through Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity and which could be imposed on Kronos as a result of provision of the Program. Ordering Activity will ensure that:

(a) the transfer and storage of any Personally Identifiable Data to Kronos and managed by Kronos' or Supplier's data center is legitimate under applicable data protection laws and regulations; and (b) Ordering Activity will obtain consent from individuals for such transfer and storage to the extent required under applicable laws and regulations.

9.4 At no cost to Ordering Activity, Contractor through Kronos shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Program, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, all Personally Identifiable Data.

10. TERMINATION

10.1 Upon termination, Contractor shall have no obligation to continue to provide the Program. Failure to make payment of the Program fees or of any other default of the Ordering Activity shall not constitute a waiver by contract of any such fees or other fees which remain unpaid.

10.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

SECTION C-1 CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS

This Section C-1 shall apply to Cloud Hosting Services purchased in relation with certain Software licensed under Section A provided that the initial Cloud Services were ordered after October 2016.

Ordering Activity has ordered with Contractor to acquire licenses to certain Kronos software applications, as well as equipment and related services under Section A and Ordering Activity desires to use those Kronos software applications in Kronos' managed cloud environment (the "Kronos Private Cloud") in accordance with the License Agreement and upon the supplemental terms and conditions herein, and Contractor desires to assist Ordering Activity in doing so. The parties agree as follows:

1. DEFINITIONS

"Application(s)" means those Kronos software applications set forth on the applicable Order Form (or a schedule to the Order Form if Ordering Activity is only hosting a portion of the Applications for which Ordering Activity has a perpetual license) and which are made accessible to Ordering Activity for use in the Kronos Private Cloud under the terms of this Section C-1.

"Billing Start Date" means the date on which billing for the Cloud Services will commence, as indicated on the Order Form.

"Cloud Services" means access to the password protected Ordering Activity area of the Kronos Private Cloud and those services related thereto such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto, all as further described Exhibit D-1 of Section D.

"Ordering Activity Content" means all content Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Kronos Private Cloud.

"Initial Term" means the initial term of the Cloud Services as indicated on the Order Form.

"Monthly Services Fee(s)" means the monthly fees described in the applicable Order Form.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor, including without limitation the prices and fees to be paid by Ordering Activity.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Production Environment” means a permanent environment established for the daily use and maintenance of the Applications in a live environment throughout the Term.

“Renewal Term” means the renewal term of the Services as indicated on the Order Form.

“SLA(s)” means a service level agreement offered by Contractor for the Production Environment and attached to this Section C-1 as Exhibit C-1.1 which contains key service level standards and commitments that apply to the Kronos Private Cloud.

“SLA Credit” means the credit calculated in accordance with the SLA and offered by Contractor in the event of outages or interruptions in the delivery of the Cloud Services that result in a failure to meet the terms of the applicable SLA.

“Supplier” means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Cloud Services.

“Temporary Environment” means a transient database environment created to serve limited purposes for a limited time period, and identified on the applicable Order Form as a Temporary Environment.

“Term” means the Initial Term and any Renewal Terms.

2. CLOUD SERVICES AND TERM

2.1 During the Term, Contractor will provide the Cloud Services for the Applications. Unless the Order Form indicates that the Applications are to be implemented in a Temporary Environment, the Applications will be deemed to be implemented in a Production Environment.

2.2 Reserved.

2.3 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos’s reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.4 Ordering Activity may terminate the Cloud Services in accordance with the procedures set-forth in FAR 52.212-4.

2.5 At no cost to Ordering Activity, Contractor shall upon (i) request by Ordering Activity at any time and (ii) the cessation of the Cloud Services, promptly return to Ordering Activity, in the format and on the media in use as of the date of the request, Ordering Activity's Content.

3. CLOUD SERVICES, FEES AND PAYMENT

3.1 In consideration of the delivery of the Cloud Services, Ordering Activity shall pay Contractor the Monthly Services Fee for such Cloud Services as defined in the applicable Order Form. This Monthly Services Fee shall begin to accrue on the Billing Start Date and will be invoiced on the "Billing Frequency" indicated on the Order Form.

3.2 Reserved.

3.3 Ordering Activity may be required to purchase additional Cloud Services to address increased infrastructure requirements for a new version of a particular Application as released by Contractor. Any additional Cloud Services will be set forth on an Order Form to be mutually agreed upon by Ordering Activity and Contractor.

4. AUTHORIZED USE

Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Kronos Private Cloud, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Section C-1 or use the Cloud Services for any purpose other than Ordering Activity's internal business purposes on behalf of Ordering Activity's authorized business unit(s).

5. MAINTENANCE

Monthly Service Fees are in addition to the fees Ordering Activity pays for annual maintenance and support under the Section A of the Attachment A. Ordering Activity must maintain the Software under an active maintenance plan with Contractor throughout the Term. If Contractor, its Suppliers, or the local access provider, as applicable, requires access to Ordering Activity sites in order to maintain or repair access to the Kronos Private Cloud, Ordering Activity shall cooperate in a timely manner and reasonably provide such access and assistance as permitted by Ordering Activity's applicable security policies.

6. ORDERING ACTIVITY REPRESENTATIONS AND WARRANTIES; AND ORDERING ACTIVITY OBLIGATIONS

6.1 Ordering Activity represents and warrants to Contractor that it has the right to publish and disclose Ordering Activity's Content in the Kronos Private Cloud.

6.2 Ordering Activity represents and warrants to Contractor that Ordering Activity's Content will not: (a) infringe or violate any thirdparty right, including (but not limited to) intellectual property, privacy, or publicity rights; (b) be abusive, profane, or offensive to a reasonable person; or (c) be hateful or threatening.

6.3 Ordering Activity shall not, and shall not permit any person or entity under Ordering Activity's direct or indirect control to: (a) recirculate, republish, distribute or otherwise provide unauthorized access to the Kronos Private Cloud to any third party; (b) use the Kronos Private Cloud on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (c) alter, enhance or make derivative works of the Kronos Private Cloud or Cloud Services; (d) reverse engineer, reverse assemble or decompile, or otherwise attempt to

derive source code from, the Cloud Services or any software components of the Cloud Services; (e) use, or allow the use of, the Kronos Private Cloud in contravention of any applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Kronos Private Cloud any virus or other code or routine intended to disrupt or damage the Kronos Private Cloud, alter, damage, delete, retrieve or record information about the Kronos Private Cloud, Cloud Services or its users; (g) excessively overload the Kronos Private Cloud; (h) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (g) otherwise act in a fraudulent, malicious or negligent manner when using the Kronos Private Cloud.

7. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Kronos Private Cloud (including any and all related hardware, software, third party services and related equipment and components required for access); and (b) provide Contractor and Contractor's representatives with physical or remote access to

Ordering Activity's computer and network environment as mutually agreed upon may be reasonably necessary in order for Contractor to perform its obligations under the Agreement. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Agreement.

8. SERVICE LEVEL AGREEMENT

Contractor shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference.

ORDERING ACTIVITY'S SOLE AND

EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT C-1.1.

9. LIMITATIONS

IN ADDITION TO THE LIMITATIONS SET FORTH IN THE SECTION A OF ATTACHMENT A, EXCEPT WITH RESPECT TO

LIABILITY ARISING FROM CONTRACTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY AND SERVICE CREDITS, INCLUDING SUCH LIABILITY RELATED TO A BREACH OF SECURITY OR DISCLOSURE, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL CLOUD SERVICES (INCLUDING VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT OR SOFTWARE OR SYSTEMS, OR MACHINE ERROR.

10. DATA SECURITY

10.1 As part of the Cloud Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described Exhibit D-1 of Section D. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of

Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section A and C-1 of this Attachment A.

10.2 As between Ordering Activity and Contractor, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Contractor and Contractor's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Contractor's duties and responsibilities under the Agreement or as required by law.

10.3 Prior to initiation of the Cloud Services and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Cloud Services. Ordering Activity will ensure that: (a) the transfer to Contractor and storage of any Personally Identifiable Data by Contractor or Contractor's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

EXHIBIT C-1.1 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Cloud Services are provided with the service levels described in this Exhibit C-1.1. SLAs are only applicable to Production Environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's Production Environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in Ordering Activity's Production Environment and end when Contractor through Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied for the
affected month	
<99.75% to 98.75%	10%

<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, Customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as set forth at FAR 52.212-4(f); d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit C-1.1 is attached; (f) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Applications, when necessary. During these Maintenance Periods, the Applications are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Applications available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Cloud Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)

Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Kronos.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Applications are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if (a) Ordering Activity is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Applications and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Applications than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION D

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section D of the Attachment A apply for all order forms for the services Workforce Central SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section D" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section D.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form.

Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section D which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Cloud Services" means those services related to Ordering Activity's cloud environment such as infrastructure, equipment, bandwidth, server monitoring, backup services, storage area network (SAN) services, security

services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto. Cloud Services are described in Exhibit D-1

“Ordering Activity Content” means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

“Documentation” means technical publications published solely to its Customers by Contractor relating to the use of the Services or Applications.

“Equipment” means Kronos equipment specified on an Order Form.

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. The professional and education services are described in the Statement of Work and will be provided as set forth on the Order Form and Statement of Work.

“Initial Term” means the initial term of the Services as indicated on the Order Form.

“KnowledgePass Content”/“KnowledgePass Education Subscription” have the meanings ascribed in Section 7.5.

“Monthly Service Fee(s)” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Renewal Term” means one year or such other renewal term of the Services as indicated on the Order Form.

“Services” means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

“Statement of Work”, “SOW”, “Services Scope Statement” and “SSS” are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Contractor and Ordering Activity.

“Supplier” means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

“Term” means the Initial Term and any Renewal Terms thereafter.

“Training Points” has the meaning ascribed to it in Section 7.6 below.

2. TERM

- 2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing an Order Form.
- 2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.
- 2.3 If the Order Form is terminated for any reason:
- (a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section D by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for Services and Implementation Services not delivered by Contractor;
 - (b) Ordering Activity's right to access and use the Applications shall be revoked and be of no further force or effect, and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;
 - (c) No more than fifteen (15) days after termination (or upon Ordering Activity's written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;
 - (d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and
 - (e) All provisions in the Section D of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

- 3.1 Ordering Activity shall pay Contractor the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Contractor offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. . All other Contractor offerings will be invoiced upon execution of the applicable Order Form by Contractor and Ordering Activity. All payments shall be sent to the attention of Contractor as specified on the invoice. Except as expressly set forth in this Section D, all amounts paid to Contractor are non-refundable.

4. RIGHTS TO USE

- 4.1 Subject to the terms and conditions of the Section D of the Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software,

libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity may use the Application in object code only and shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license Section D found at http://www.redhat.com/licenses/jboss_eula.html. Ordering Activity acknowledges that execution of separate third party agreements may be required in order for Ordering Activity to order and use certain add-on features or functionality, including without limitation tax filing services.

4.2 Ordering Activity acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Ordering Activity agrees not to use any other modules or features nor increase the number of employees and users unless Ordering Activity pays for such additional modules, features, employees or users, as the case may be. Ordering Activity may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Contractor's licensors or Suppliers, is granted hereunder.

4.3 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section D of this Attachment A; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.5 When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Ordering Activity is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Ordering Activity of any professional obligation concerning the preparation and review of any reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section D of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor through Kronos and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section D of this attachment A and Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section D of the Attachment A and Order Form.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Contractor through Kronos will provide the Implementation Services to Ordering Activity. In the event that Contractor is required to travel to Ordering Activity's location during the implementation, Ordering Activity agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Contractor in accordance with these terms. Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Section D of the Attachment A, the terms of this Section D of the attachment A shall prevail.

7.2 Additional Services. Ordering Activity may engage Kronos through Contractor to provide other services which may be fixed by activity or provided on a time and material basis, both based on the prices established in this Contract and the applicable Order.

7.3 Support. Kronos through Contractor will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Ordering Activity may log questions online via the Kronos customer Portal. As part of such support, Kronos will make updates to the Services available to Ordering Activity at no charge as such updates are released generally to Contractor's customers. Ordering Activity agrees that Contractor may install critical security patches and infrastructure updates automatically as part of the Services. Section G of this Attachment A (Support Policies and Services) shall apply to all Support Services provided by Contractor ("Support Policies"). In the event of a conflict between the Support Policies and this Section D of this Attachment A, the terms of this Section D shall prevail.

7.4 Support Services for Equipment. Provided Ordering Activity has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Ordering Activity may select, if and as indicated on an Order Form, an Equipment Support Services option offered by Kronos for supporting the Equipment if and as such offerings are available within the Contractor territory corresponding to the Equipment's location. Contractor shall provide each Equipment Support Services offering as specified herein.

(i) Depot Exchange and Depot Repair. If Ordering Activity has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Ordering Activity shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Ordering Activity is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.

REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Ordering Activity shall install a Spare Product (as defined below) to replace the failed Equipment. Ordering Activity shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Ordering Activity shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Ordering Activity shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Contractor shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Equipment by regular surface transportation to Ordering Activity.

(ii) Device Software Updates Only. If Ordering Activity has selected Device Software Equipment Support Services, Ordering Activity shall be entitled to receive:

- (A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Contractor Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Equipment under an annual Equipment Support Services plan with Kronos; and
- (B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) Warranty. Contractor warrants that all service packs and firmware updates provided under Section D of this Attachment A shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

(c) Responsibilities of Ordering Activity. It is Ordering Activity's responsibility to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Equipment at Ordering Activity's locations in order for Ordering Activity to continue its operations while repairs are being performed and replacement Equipment is being shipped to Ordering Activity. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Ordering Activity agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Ordering Activity. In addition, Ordering Activity agrees to:

- (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
- (iv) Ensure that the Equipment is returned to Kronos properly packaged; and

(v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) Delivery. All domestic shipments within the United States are FOB Destination to/from Ordering Activity and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form, Contractor through Kronos will provide Ordering Activity with the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Contractor (the “KnowledgePass Content”). Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity’s internal use. Ordering Activity may not disclose such KnowledgePass Content to any third party other than Ordering Activity’s employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of training kits solely for Ordering Activity’s internal use.

7.6 Training Points. “Training Points” which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Contractor through Kronos. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Ordering Activity, Ordering Activity’s employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidlines.aspx. Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Ordering Activity.

7.8 Technical Account Manager. Ordering Activities purchasing a Kronos Technical Account Manager (“TAM”) as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Ordering Activity will designate up to two primary and three secondary backup technical contacts (“Technical Contacts”) to be the sole contacts with the TAM. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Kronos training for the Applications covered under Section D of this Attachment A at Ordering Activity’s expense.

8. ORDERING ACTIVITY CONTENT

Ordering Activity shall own all Ordering Activity Content. Contractor through Kronos acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section D of this Attachment A and applicable law.

9. EQUIPMENT

If Ordering Activity purchases or rents Equipment from Contractor, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under Section D of this Attachment A and Order Form.
- b) **Insurance.** Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity’s obligations under the Section D of this Attachment A and Order Form.
- c) **Location/Replacement.** Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos’ prior written consent. Kronos shall, subject to the Ordering Activity’s security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity’s premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment’s attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted. If Ordering Activity fails to return Equipment within this time period, Contractor shall invoice Ordering Activity for the then list price of the Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The “Warranty Period” for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in the Section D of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.
Equipment support services can be extended for additional one year terms on the anniversary of its commencement date (“Renewal Date”) if agreed upon by the issuance of a new order and Contractor accepting such order.

10. SERVICE LEVEL AGREEMENT

Contractor through Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit D-2 and which is hereby incorporated herein by reference. ORDERING ACTIVITY'S SOLE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE or INTERRUPTION OF the SERVICES OR FAILURE BY CONTRACTOR TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT D-2.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Contractor's obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section D of this Attachment A as Ordering Activity's remedy. Contractor's obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS

SPECIFICALLY PROVIDED IN THIS SECTION D, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Contractor shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Ordering Activity data as described at: <http://www.kronos.com/products/workforce-centralcloud/cloud-guidelines.aspx>. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Contractor supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section D of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section D of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section D of this Attachment A and Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION D OF ATTACHMENT A, KRONOS AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

13.2 THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR' SUPPLIERS TO ORDERING ACTIVITY AND/OR ANY THIRD PARTY IN CONNECTION WITH THE SECTION D SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY CONTRACTOR FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

13.3 IN NO EVENT SHALL CONTRACTOR OR CONTRACTOR' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES,

MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE SECTION D, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER CONTRACTOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

13.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS NEGLIGENCE OR WILLFUL MISCONDUCT, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), ORDERING ACTIVITY'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. CONFIDENTIAL INFORMATION

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Kronos recognizes that courts of competent jurisdiction may require release of confidential information and that Federal Agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires information that does not fall under certain exceptions to be released despite being marked as "confidential" by Kronos. If a request for is made under the Freedom of Information Act is made, the parties agree to cooperate so that confidential information which is covered by the exceptions will be maintained confidential.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor through Kronos and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential

future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing an order which is governed by Section D of this Attachment A.

EXHIBIT D-1

Kronos® Workforce Central & Workforce TeleStaff

Cloud Offering – Single Tenant

The following applies to single-tenant Applications within the Kronos Cloud:

Cloud Offering	
Environments: One standard Production and one Non-Production (Development) environment.	Included. More nonproduction environments are available for additional fees.
Environment restoration: Restore of Production environment to one Non-Production environment once per week. Ordering Activity is responsible for requesting data to be moved from the Production environment to the Non-Production environment and for the contents of the data moved from the Production environment to the NonProduction environment.	Included. More frequent restores or additional environments will be subject to additional time and material fees.
Connectivity to Service: Customer's users connect to application via secure SSL/TLS connection over the internet. Cooperative efforts with customer IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for customer internet connection or ISP relationships. Kronos related Internet traffic cannot be filtered by proxy or caching devices on the client network. Exclusions must be added for the fully qualified domain names and public IP addresses assigned to the environments in the Kronos Cloud.	Included

Device Initiated Terminal Connectivity: In Device Initiated mode of communication, the Kronos Terminal initiates all communications with the Device Manager Server at Kronos Cloud over the internet. For this method, it is required that the customer open port 443 and port 444 outbound. In cases where Network Address Translation is required for terminals, the customer is responsible for applying the translations on their network. Kronos Cloud does not support terminals prior to 4500 series and does support certain models released thereafter.	Included
Remote Access to Non-Web Applications: Remote access to non-web Applications (e.g. Kronos Workforce Integration Manager) using a remote access tool such a Citrix® Receiver. Limited Kronos Applications require the use of these remote access accounts.	2 named users included
SFTP Accounts: SFTP accounts are provided to customers to push files to the Kronos Cloud and to pull files from the Kronos Cloud for designated integration points (e.g. Kronos Workforce Integration Manager input/output folders). This location is not designed for long-term storage and files may be deleted after 30 days after creation.	2 logins included
Operating System and Database Software Management: Includes application of	Included

Cloud Offering	
critical security patches, service packs and hot-fixes; maintenance of servers.	
Server Maintenance: Repair and replacement of defective or failed hardware and the installation of hardware upgrades.	Included
Application Updates: Services to perform technical tasks required to apply application service packs, legislative updates (if applicable), point releases and version upgrades.	Included

<p>Backup: Customer data is backed up daily. Database backups are replicated via encrypted connections to a second Kronos Cloud datacenter. Backups are retained for the prior 28 days on a rotating basis. All historical employee and configuration data is stored in the rotating backups.</p>	Included
<p>Security: Kronos maintains a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). The Kronos Private Cloud (KPC) is evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The Kronos Private Cloud is located in data centers that undergo SSAE 16 examinations. Management access to the KPC is limited to authorized Kronos support staff and customer authorized integrations. The security architecture has been designed to control appropriate logical access to the KPC to meet the Trust Services Principles of Security, Availability and Confidentiality. The Applications provide the customer with the ability to configure application security and logical access per the customer's business processes.</p> <p>In the event the customer identifies a security issue, the customer will notify Kronos. For security purposes, customers are restricted from accessing the desktop, file systems, databases and operating system of the environments.</p> <p>Customer agrees not to upload payment card information as the service is not certified for PCI DSS. Customer agrees not to upload health information that falls under HIPAA.</p>	Included

<p>Read-Only ODBC Access: Kronos will provide customer read-only ODBC access into customer's Production and Non-Production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak</p>	<p>If selected on Order Form</p>
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Cloud Offering	
<p>processing periods, and customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to customer's internal systems to account for limitations of read-only ODBC protocol.</p>	
<p>Basic Disaster Recovery Services: Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud data center. Basic Disaster Recovery Services provides a Recovery Point Objective (RPO) of 24 hours and Kronos strives to restore Application Availability in a commercially reasonable timeframe. The customer will be down until production processing is restored in the primary or secondary data center if needed. No application environment is readily available at the alternate site to process data. Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p>	<p>Included</p>

<p>Enhanced Disaster Recovery Services:</p> <p>Customer environment and all customer data in the Kronos Cloud are replicated to a secondary Kronos Cloud datacenter. Enhanced Disaster Recovery Services provide an RTO (Recovery Time Objective) of 72 hours and a RPO (Recovery Point Objective) of 24 hours.</p> <p>In the unlikely event that Kronos declares a disaster in the primary datacenter, Kronos will notify the customer and activate the Disaster Recovery steps necessary to restore application availability within the RTO defined.</p> <p>As part of the enhanced service, Kronos will conduct an annual Disaster Recovery Process test which has the objectives to 1) test backups 2) train Kronos employees 3) verify and improve internal Kronos procedures. The annual Disaster Recovery Process test may be live or simulated test.</p> <p>Customers are expected to use fully qualified domain names (FQDNs) to access the service given that IP address of the service may change. Any issues arising out of the disaster recovery event due to customer configuration/customization and/or customer third party software outside of the Kronos Cloud is the responsibility of the customer to resolve.</p> <p>Workforce Analytics, Workforce Record Manager, Workforce TeleStaff Workforce TeleTime IP and all Non-Production environments are excluded from the RTO.</p>	<p>If selected on Order Form</p>
<p>Cloud Offering</p>	
<p>The following services are not included in the Enhanced Disaster Recovery Services but may be purchased from Kronos on a time and material basis and subject to additional fees: a customer specific DR plan with annual review and Kronos project management for a live DR test.</p>	

<p>Temporary Environments: Temporary Environments are designed for classroom training up to about 40 people and/or functional application testing of roughly five to ten simultaneous people. To order a temporary environment you must be paying for a production environment in Kronos Cloud.</p>	<p>If selected on Order Form</p>
<p>Third Parties: If Customer uses a third party to configure and implement Customer's Applications, the following applies: Such third party must be authorized by Kronos as part of the Kronos Connect Partner Program prior to accessing Customer's development and testing environments. Third parties will not be granted access to Customer's production environment for purposes of configuring the Applications. Customer understands that although Kronos Connect Partners are subject to Kronos policies and procedures, such Partners are not subject to SOC audits by Kronos or its representatives. As such, Kronos' SSAE16 SOC 1 and AT101 SOC 2 Reports are applicable to the production environment only and not such third parties' activities.</p>	<p>If Customer uses 3rd party as part of implementation</p>

Guidelines and Assumptions:

Category	Assumption
	Estimated availability of production server hardware is approximately 30 days after the Order Form is processed.
	Customer agrees to receive automatic updates to the Applications.
	Transparent Data Encryption (i.e. data at rest encryption) is not supported.
	Connecting modem clocks to the Kronos Cloud is not supported.
	Applications will support English only unless stated on the Order Form.

	Customer agrees not to conduct security testing, which includes but is not limited to penetration testing and vulnerability scanning.
	Customer agrees not conduct any sort of automated or manual performance testing of the Service.

Category	Assumption
	Offering includes system resources to process the equivalent of five WIM interfaces using up to 10 links with a maximum of five megabytes of data per link. In addition, systems resources for the integration between Workforce Central and Workforce TeleStaff for People, Punch, and Accrual interfaces are included assuming product documentation is followed for setup and run-time scheduling. Additional processing requirements may incur additional fees associated with corresponding system resources. Custom developed functionality outside of WIM that runs in the Kronos Cloud may incur additional fees.
	Retention policies must be configured in the Application(s). Setting retention policies will ensure that unnecessary system data (e.g. temp files, deleted records, empty rows, etc.) is routinely purged from the system and will help in managing database growth. Historical employee data can be maintained for the duration of the agreement and renewal periods per customer business requirements. Retention policies do not apply to configuration data.
	Sizing considerations based on a three year growth projection of the Production database environment. After 3 years, an archiving strategy may be reviewed with the customer for Service performance.
	Custom reports for Workforce Central are created using Microsoft Visual Studio. If made available from Microsoft the free version of Visual Studio Express will be made available to the customer in their development environment. Customer will have read-only ODBC access to their development database for creating reports. Customer is limited to two named users for report creation who match the two included users for remote access to non-web applications (e.g. Citrix Receiver). Customer created reports for Workforce HR and Payroll may have reduced functionality from Kronos product documentation due to security restrictions in Kronos Cloud.

	Customer will be required to sign a go live milestone document confirming customer has completed its testing and is ready to go live with the Workforce Central Application(s).
	Use of the Workforce Central translation toolkit requires a Kronos professional services engagement to import/export the translation file(s) into a test environment and into the Production environment.
Product Specific Considerations	
	Workforce Record Manager (if included on order form) – When Workforce Record Manager is included it may only be used for archiving purposes. Setup Data Manager only supports import and export of configuration via XML files between Production environment and Non-Production environment, a direct connection between Production and Non-Production environments is not supported. Customer should open a ticket with Kronos Global Support to request migrations when necessary. Customer is allowed one ticket per month at no charge to request migration of changes. Additional requests for configuration and/or interface migrations between customer environments shall be subject to additional time and material fees.
	Workforce TeleTime IP - Teletime IP requires customer to procure from a third party provider a private line (e.g. MPLS) into the Kronos Cloud that meets Kronos Cloud technical standards. Kronos will provide information on how connectivity is established by customer.

Workforce Central Upgrade Services

The Service includes services for Kronos to execute tasks to apply point releases and version upgrades to customer's Kronos Applications in the Kronos Cloud. Services are limited to those tasks which apply these updates to the Applications.

The table below reflects the included upgrade tasks.

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Project Coordination: Project Manager to coordinate the upgrade project. <ul style="list-style-type: none"> Up to eight 30-minute weekly status calls (one per week) Coordinate Kronos resources Send meeting invites Provide Project Timeline and expected customer commitment at the start of the project Provide initial Project Schedule and communicates progress during weekly status calls 	Included
Provide Communication Plan and Contact List	
Planning Phase	
Customer/ Kronos Introduction Call – up to one hour	Included
Technical readiness & architecture review – Kronos Cloud Environment	Included
Assessment Phase	
Assessment of Interface Upgrade	Included
Assessment of new features or changes to configuration	Not included
Assessment of customs and custom reports and development activities related thereto	Not included
Solution Upgrade / Build Phase	
One (1) restore of Production database to Pre-Production environment for the purpose of upgrade testing. Additional restores, if requested, shall be subject to additional time and material fees.	Included
Upgrade Non-Production and Production environments to new point release or version.	Included

Upgrade of Workforce Integration Manager (WIM) interfaces due to product changes	Included
introduced as part of the technical upgrade as defined in product documentation. For Workforce Central Version 8 this includes XML export/imports and database views as defined in the "Workforce Central Import User Guide" and "Workforce Central Data View Reference Guide".	
Upgrade of non-WIM interfaces in Non-Production environment and Production environment.	Not Included
Upgrade of customs and custom reports. This includes upgrade of Workforce Integration Manager (WIM) interfaces that use table import batch functionality, read/write directly to database tables or require changes due to new/changed customer requirements.	Not Included
Upgrade of interfaces and reports created or provided by customer	Not Included
Update of terminal firmware managed by Kronos	Not Included
Configuration of new features or functionality or changes to existing configuration	Available for Purchase
Test & Certify Phase	
System test upgraded environments by verifying a user can log in	Included
User acceptance testing (UAT) of upgraded environments, interfaces, custom reports, new features, etc.	Not Included
Develop customer-specific test cases	Not Included
Sign-off on upgraded Non-Production and Production Environments	Customer

Deploy & Support Phase	
Deployment Readiness Call – up to one hour	Included

Note that new feature configuration, project management services, other Professional, Managed and Educational Services and training are not included as part of Upgrade Services, but may be purchased independently, if desired.

Project coordination lasts for no more than 8 weeks. At the end of this time, Kronos will complete the production upgrade. If for any reason Kronos cannot complete the technical upgrade steps within 8 weeks due to a Kronos caused delay, project coordination will continue proportionally to cover the Kronos caused delay. For example if Kronos causes a two week delay due to Kronos resource unavailability, project coordination will last no more than 10 weeks.

If not specifically noted, the Ordering Activity should assume responsibility of the task and/or deliverable.

EXHIBIT D-2 SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment and as described in the Statement of Work (aka Services Scope Statement), are provided with the service levels described in this Exhibit D-2. SLAs are only applicable to production environments. SLAs will be available upon Ordering Activity's signature of Kronos' Go Live Acceptance Form for Ordering Activity's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Ordering Activity in Ordering Activity's production environment hosted by Kronos and end when Kronos has restored availability of the Services. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Ordering Activity to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Ordering Activity's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Ordering Activity Content, failures or malfunctions resulting from circuits provided by Ordering Activity, any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (c) excusable delay events as defined in FAR 52.212-4(f); (c) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (d) any suspension of the Services in accordance with the terms of the Section D to which this Exhibit D-2 is attached; (e) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (f) using an Application in a manner inconsistent with the product documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when necessary. During these Maintenance Periods, the Services are available to Kronos to perform periodic maintenance services, which include vital software updates. Kronos will use its commercially reasonable efforts during the Maintenance Period to make the Services available to Ordering Activity; however, some changes will require downtime. Kronos will provide notice for planned downtime via an email notice to the primary Ordering Activity contact at least one day in advance of any known downtime so planning can be facilitated by Ordering Activity.

Currently scheduled Maintenance Periods for the Services are:

Monday through Friday 04:00 am – 06:00 am (U.S. eastern time)
Saturday and Sunday 12:00 am – 06:00 am (U.S. eastern time)

Maintenance Periods include those maintenance periods mutually agreed upon by Ordering Activity and Contractor.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Limitations: Service Credits will not be provided if: (a) Ordering Activity is in breach or default under the Section D at the time the Outage occurred; or (b) the Outage results from an Excluded Event. If Contractor through Kronos does not provide the appropriate Service Credit as due hereunder, Ordering Activity must request the Service Credit within sixty (60) calendar days of the conclusion of the month in which the Service Credit accrues. Ordering Activity waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.

SECTION E

KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on an Order Form signed by Ordering Activity (the "Order Form"). The Applications described on the Order Form shall be delivered by means of Ordering Activity's permitted access to the Contractor infrastructure hosting such Applications.

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section E of the Attachment A apply for all order forms for the services in relation with Workforce Ready® SaaS. These terms are effective as of the date of the Order Form is accepted by the Contractor ("Effective Date").

1. DEFINITIONS

"Section E" means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

"Application(s)" or "SaaS Application(s)" means those Kronos software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Section E.

"Billing Start Date" means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Ordering Activity after the date of this Section E which are incremental to Ordering Activity's then-existing Services shall be the date the applicable Order Form is executed by Contractor and Ordering Activity.

"Ordering Activity Content" means all content of Ordering Activity, or others acting on behalf of or through Ordering Activity, posts or otherwise inputs into the Services.

"Documentation" means technical publications published solely to its Customers by Contractor relating to the use of the Services.

"Educational Content" has the meanings ascribed in Section 7.3.

"Equipment" means Kronos equipment purchased or rented by Ordering Activity under this Section E.

"Initial Term" means the initial term of the Services as indicated on the Order Form.

“Monthly Service Fee(s)” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth the items ordered by Ordering Activity and to be provided by Contractor and the fees to be paid by Ordering Activity.

“Personally Identifiable Data” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under applicable law or regulation.

“Renewal Term” means one year or such other renewal term of the Services as indicated on the Order Form.

“Services” means (i) accessibility to the commercially available version of the Applications by means of access to the password protected Ordering Activity area of a Contractor website, and all such services, items and offerings accessed by Ordering Activity therein, and (ii) the Equipment rented hereunder, if any.

“Supplier” means any contractor, subcontractor or licensor of Contractor providing software, equipment and/or services to Contractor which are incorporated into or otherwise related to the Services.

“Term” means the Initial Term and any Renewal Terms thereafter.

2. TERM

2.1 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

2.2 Contractor through Kronos reserves the right to temporarily suspend the Services if in Kronos’s reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality.

2.3 If the Order Form is terminated for any reason:

- (a) Ordering Activity shall pay Contractor within thirty (30) days of such termination, all fees accrued for the Services prior to the effective date of such termination, provided however, if Ordering Activity terminates for material breach of the Section E by Contractor, Contractor shall refund Ordering Activity any pre-paid fees for services not delivered by Contractor;
- (b) Ordering Activity’s right to access and use the Applications shall be revoked and be of no further force or effect and Ordering Activity shall return rented Equipment as provided in Section 9.1 below;
- (c) No more than fifteen (15) days after termination (or upon Ordering Activity’s written request at any time during the Term), Contractor will provide to Ordering Activity, at no charge to Ordering Activity, the Ordering Activity Content. After such time period, Contractor shall have no further obligation to store or

make available the Ordering Activity Content and will securely delete any or all Ordering Activity Content without liability;

- (d) Ordering Activity agrees to timely return all Contractor-provided materials related to the Services to Contractor at Ordering Activity's expense or, alternatively, destroy such materials and provide Contractor with an officer's certification of the destruction thereof; and
- (e) All provisions in the Section E of this Attachment A, which by their nature are intended to survive termination, shall so survive for the purposes of that Order Form being terminated.

3. FEES AND PAYMENT

3.1 Ordering Activity shall pay Contractor the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be invoiced on the frequency set forth on the Order Form ("Billing Frequency"). Except as expressly set forth in the Section E of this Attachment A, all amounts paid to Contractor are non-refundable.

3.2 The Setup Fees shall be invoiced upon execution of the Order Form and shall be due net 30 days following date of invoice. Ordering Activity acknowledges that setup fees may be charged to Ordering Activity by third parties for Add-on Features, provided that the third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any, as specified on the Order Form. Monthly Service Fees for Services added on or before the 15th day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15th day of a given month will begin to accrue as of the 1st day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Contractor through Kronos will monitor Ordering Activity's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Section E, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Ordering Activity as having an "Active" status during the period.

3.3 Ordering Activity agrees that except in those circumstances in which Ordering Activity is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Ordering Activity agrees to pay Contractor each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Contractor though Kronos based the amounts identified on all Order Forms for Ordering Activity's Usage of the Services, plus Equipment rental fees, if any. In the event that Ordering Activity does not reach the

anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Ordering Activity shall remain responsible for paying the Minimum Monthly Fees for that month.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Section E of this Attachment A and the Order Form, Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Contractor and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Ordering Activity shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Ordering Activity acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Ordering Activity. Ordering Activity agrees to use only the modules and/or features described on the Order Form. Ordering Activity agrees not to use any other modules or features unless Ordering Activity has licensed such additional modules or features. Ordering Activity may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Ordering Activity is responsible for ensuring that Ordering Activity complies with applicable laws and regulations.

4.2 Ordering Activity may authorize its third party contractors and consultants to access the Services through Ordering Activity's administrative access privileges on an as needed basis, provided Ordering Activity: a) abides by its obligations to protect confidential information; b) remains responsible for all such third party usage and compliance with the Section E of this Attachment A; and c) does not provide such access to a competitor of Contractor who provides workforce management services.

4.3 Ordering Activity acknowledges and agrees that, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein, Ordering Activity shall not obtain or claim any rights in or ownership interest to the Services or any associated intellectual property rights in any of the foregoing. Ordering Activity agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Ordering Activity through the Services.

4.4 Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Ordering Activity at no charge as they are released generally to its customers as part of the Services. Ordering Activity agrees to receive those updates automatically as part of the Services. Contractor through Kronos also may offer new products and/or services to Ordering Activity at an additional charge. Ordering Activity shall have the option of purchasing such new products and/or services under a separate Order Form.

4.5 Contractor through Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Ordering

Activity's continued use of the Services after Kronos posts or otherwise notifies Ordering Activity of any changes indicates the Section E of Attachment A and the Order Form to those changes.

5. ACCEPTABLE USE

5.1 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the Section E of this Attachment A.

5.2 Ordering Activity represents and warrants to Contractor that Ordering Activity has the right to publish and disclose the Ordering Activity Content in connection with the Services. Ordering Activity represents and warrants to Contractor that the Ordering Activity Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

5.3 Ordering Activity will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

6. CONNECTIVITY AND ACCESS

Ordering Activity acknowledges that Ordering Activity shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Contractor and its representatives with such physical or remote access to Ordering Activity's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Section E of this Attachment A and the Order Form. Ordering Activity will make all necessary arrangements as may be required to provide access to Ordering Activity's computer and network environment if necessary for Contractor to perform its obligations under the Section E of this Attachment A. Contractor is hereby (i) granted access to such Ordering Activity data to perform its obligations under the Section E of this Attachment A and the Order Form and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation. Contractor through Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Ordering Activity during the discovery portion of the implementation. Ordering Activity shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Contractor and Ordering Activity's implementation responsibilities are described more specifically in the Services Implementation Guideline attached as Exhibit E-1.

7.2 Standard Support. Contractor through Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos customer Portal.

7.3 Equipment Support. If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Contractor through Kronos will provide the following Depot Exchange Support Services to Ordering Activity:

(a) Upon the failure of installed Equipment, Ordering Activity shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Ordering Activity is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Section G of this Attachment A (Support Services Policies).

(b) Contractor will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos's choice. Replacement Equipment will be shipped the same day, for delivery to Ordering Activity's location as further described in the Support Policies.

REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED.

Ordering Activity shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Ordering Activity access to Equipment service packs via the Kronos customer Portal.

7.4 Educational Materials and Content. Ordering Activity will have access to certain educational materials and content (the "Educational Content") within the Services. Ordering Activity recognizes and agrees that the Educational Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the Educational Content provided in *.pdf form solely for Ordering Activity's internal training purposes and may not disclose such Educational Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

8. Ordering Activity content

Ordering Activity shall own all Ordering Activity Content. Contractor acknowledges that all of the Ordering Activity Content is deemed to be the confidential information of Ordering Activity. Notwithstanding the foregoing, Ordering Activity grants Contractor permission to combine Ordering Activity's business data with that of other Ordering customers in a manner that does not identify the Ordering Activity or any individual in order to evaluate and improve the services Contractor offers to Ordering customers. In addition, Kronos may, but shall have no obligation to, monitor Ordering Activity Content from time to time to ensure compliance with the Section E of this Attachment A and applicable law.

9. EQUIPMENT

If Ordering Activity purchases or rents Equipment from Contractor, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Ordering Activity rents from Contractor:

g) Rental Term and Warranty Period. The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Section E of this Attachment A and the Order Form.

h) Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations under the Section E of this Attachment A and the Order Form.

i) Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours, subject to applicable Government security requirements. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

j) Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph (d).

k) Equipment Support. Contractor shall provide to Ordering Activity the Equipment support services described in Section 7.

l) Return of Equipment. Upon termination of the applicable Order Form, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted

9.2 Purchased Equipment. The following terms apply only to Equipment Ordering Activity purchases from Contractor:

b) Ownership and Warranty Period. Title to the Equipment shall pass to Ordering Activity upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).

c) Equipment Support. Contractor through Kronos shall provide to Ordering Activity the Equipment support services described in this Section E of this Attachment A if purchased separately by Ordering Activity as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period.

Equipment support services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") if agreed upon by the issuance of a new order and Contractor accepting such order.

10. SERVICE LEVEL AGREEMENT

Contractor through shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, as governed by FAR 52.212-4(f).

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Contractor represents and warrants to Ordering Activity that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Contractor's sole obligation and Ordering Activity's remedy for any breach of the foregoing warranty is limited to Contractor's reasonable commercial efforts to correct the non-conforming Services at no additional charge to Ordering Activity. In the event that Contractor is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Contractor's commercially reasonable efforts to do so, Ordering Activity shall be entitled to terminate the then remaining Term of the Order Form under Section E of this Attachment A as Ordering Activity's remedy. Contractor's obligations hereunder for breach of warranty are conditioned upon Ordering Activity notifying Contractor of the material breach in writing, and providing Contractor with sufficient evidence of such non-conformity to enable Contractor to reproduce or verify the same.

11.3 Contractor warrants to Ordering Activity that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE

SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION E, CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12.0 DATA SECURITY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Ordering Activity data. Ordering Activity acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Ordering Activity should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Ordering Activity's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Section E of this Attachment A.

12.2 As between Ordering Activity and Contractor through Kronos, all Personally Identifiable Data is Ordering Activity's Confidential Information and will remain the property of Ordering Activity. Ordering Activity represents that to the best of Ordering Activity's knowledge such Personally Identifiable Data supplied to Contractor is accurate. Ordering Activity hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Contractor to carry out Kronos' duties and responsibilities under the Section E of this Attachment A or as required by law.

12.3 Prior to initiation of the Services under the Section E of this Attachment A and the Order Form and on an ongoing basis thereafter, Ordering Activity agrees to provide notice to Contractor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Ordering Activity's industry and which could be imposed on Contractor as a result of provision of the Services. Ordering Activity will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or its Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Ordering Activity will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

13. LIMITATION OF LIABILITY

13.1 Except as specifically provided in this section E of this Attachment A, Kronos and its suppliers will not be liable for any damages or injuries caused by the use of the services or by any errors, delays, interruptions in transmission, or failures of the Services.

13.2 The total aggregate liability of Contractor or Contractor's suppliers to ordering activity and/or any third party in connection with the section E shall be limited to direct damages proven by ordering activity, such direct damages not to exceed an amount equal to the total net payments received by contractor for the Services in the Twelve (12) month period immediately preceding the date in which such claim arises.

13.3 In no event shall Contractor or Contractor's suppliers, their respective affiliates, service providers, or agents be liable to Ordering Activity or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries, misdeliveries or services interruption, however caused, arising from or related to the services or the Section E, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract or otherwise, and regardless of whether contractor or supplier has been advised of the possibility of any such liability, loss or damage.

13.4 Except with respect to liability arising from Kronos' gross negligence or willful misconduct, contractor disclaims any and all liability, including without limitation liability related to a breach of data security and confidentiality obligations, resulting from any externally introduced harmful program (including without limitation viruses, Trojan horses, and worms), Ordering Activity's content or applications, third party unauthorized access of equipment, SaaS applications or systems, or machine error.

13.5 The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Kronos' negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

14. Confidential information

14.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public.

15. EXPORT

Ordering Activity understands that any export of the Equipment may require an export license and Ordering Activity assumes full responsibility for obtaining such license. Ordering Activity must obtain Kronos' prior written consent before exporting the Equipment.

16. GENERAL

16.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Contractor and any purported assignment, without such consent, shall be void.

16.2 Ordering Activity understands and acknowledges that while Contractor may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Ordering Activity is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Section E of this Attachment A.

Kronos® Workforce Ready™ Implementation Guidelines

Travel Expenses

In the event that Ordering Activity requests Kronos to travel to Customer's location during the implementation, Ordering Activity agrees to pay any travel expenses in accordance with FTR/JTR, as applicable. Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

Item	Kronos Responsibility	Ordering Activity Responsibility
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Time and Labor	Kronos will configure and implement Workforce Ready Time and Labor module.	It is the responsibility of the customer to Complete the Time and Attendance templates.
Accruals	Kronos will configure and Implement the Workforce Ready Accruals module.	It is the responsibility of the customer to Complete the Time and Accruals templates.
Human Resources	Kronos will configure and implement Workforce Ready Human Resources module.	It is the responsibility of the customer to Complete the Human Resource templates.
Payroll	Kronos will configure and implement Workforce Ready Payroll module.	It is the responsibility of the customer to Complete the Payroll templates.
Clocks	Kronos will configure up to 3 clocks and the customer's IT staff to replicate physically configurations. responsibility of the customer to	It is the responsibility of the customer to train the install/mount all clocks. It is the additional to configure/install additional clocks.
Network	Kronos will provide specifications on recommended network settings to allow communications between the hosted environment and the clocks.	It is the responsibility of the customer to configure their network to allow inbound and outbound communications to and from the clocks. Specific ports/firewall settings may need to be modified to allow communications.
Tax Filing	Kronos will coordinate the communication MasterTax and the customer. Kronos will confirm proper configuration of the payroll export to MasterTax .	It is the responsibility of the customer to between provide Kronos with the necessary tax information to setup the MasterTax exports.
Employee import	An employee import will be configured to pull employee based information into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.
Accrual import	An accrual import will be configured to pull accrual balances into Workforce Ready.	It is the responsibility of the customer to provide a file in a Kronos approved format for the import.

Payroll export	Kronos will provide a standard export file for Workforce Ready.	It is the responsibility of the customer to provide Kronos with the necessary import file specifications for their payroll software.
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Training Kronos will provide 1 administrative training session and up to 2 manager training sessions conduct all employee and any remaining for each software product purchased. manager training sessions.

SECTION F

Professional and Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

Professional Services:

1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.
2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 2. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - d. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.
 - e. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - f. Onsite Support requiring Travel:

- i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations.
9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel, Ordering Activity will be charged for failure to meet the following notification requirements:
2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

- o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer cancels on:
 - Friday - no penalty
 - Monday - 50% of planned charges are invoiced (2 hours) -Tuesday - 100% of planned charges are invoiced (4 hours)

Here is a holiday example:

- o Work is scheduled for Wednesday, 1p - 5p (4 hours) o Customer cancels on:
 - Thursday - no penalty
 - Friday - 50% of planned charges are invoiced (2 hours)
 - Monday - holiday; doesn't count as "business day"
 - Tuesday --- 100% of planned charges are invoiced (4 hours)

Kronos Professional Services recognizes the following holidays:

New Year's Day President's Day Memorial Day

Independence Day Labor Day

Thanksgiving Day and the day after

Christmas Day

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, Ordering Activity allocated time, Ordering Activity scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor's then current rate for such requested services.

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.
2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
 - a. For any PUBLIC course held in the traditional classroom or in the virtual classroom: Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom: Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.
3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. Educational Services ordered are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire. New Order will need to be reissued by the Contracting Agency
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates. Weekend is 5:00 PM Friday - 8:00 AM Monday.
 - c. Holiday
There will be a 2.0 times premium in either per student public or per class private day rates. Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role. Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.) subject to applicable Government security requirements.
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a period of one-year after the completion of such services.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.
5. Ordering Activity Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SECTION G

SUPPORT POLICIES AND SERVICES (not applicable to WebTA Software Support Services)

Product Coverage

For each installation, Ordering Activities must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <http://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the “WFAN Advanced Reporting” link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

Contractor through Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative — Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates

Ordering Activities electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Contractor Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, implementing, training or troubleshooting the following:
 - a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
 - b. Custom Reports
 - c. Custom Application extensions

6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 - a. Adding a Workstation
 - b. Moving the Application
 - c. Reinstalling following a Hard Drive Crash
 - d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Disaster Recovery
 - f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 - a. Test environments, i.e., application servers, database servers
 - b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 - a. Operating System
 - b. Network Issues
 - c. Firewalls
 - d. Servers
 - e. Workstations
 - f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life

Contractor through Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such

services, Ordering Activity must pay (i) the support services fees at current contract price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current contract price for the applicable product(s) by issuing a new purchase order.

Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check Contact Us on the Ordering Activity Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:

US - 8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support

Contractor through Kronos provides support on a "priority" basis. As such, Ordering Activities with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious Ordering Activity issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy — accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the Ordering Activity portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Ordering Activity to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Ordering Activity and Kronos.

e.g., If a Gold support Ordering Activity's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday–Friday for Gold Support customers).

Critical Outages

Contractor through Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Global Support engineer during this period.

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Ordering Activities may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

Software Support Services and Features

Contractor through Kronos provides different levels of support offerings through our Platinum Plus, Platinum, Gold Plus, and Gold support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available 24 hours per day, 7 days per week. Platinum Plus customers can designate 5 named contacts, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support

- Access to Senior Support Engineers

- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from 8:00 a.m.–8:00 p.m., local time, Monday–Friday. Gold Plus customers can designate 2 named contacts.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00

p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base

- Documentation (Manuals and User Guides)

- Service packs

Customer forums

Technical Advisories and Technical Insiders

Frequently asked questions (FAQs)

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an awardwinning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all Ordering Activities who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce

Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Knowledge Base (Available to all Support Agreement customers)

Accessed by our Ordering Activities thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that Ordering Activities ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday–Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides Database views reference guides.

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

Ordering Activities seeking support outside their service coverage period or Services that are not covered by your Support service or Ordering Activities without a Support Agreement on Active Product will be charged at the current hourly rate.

		Software/Equipment
		Phone Support
Day and Time (local time)		Minimum hours
Monday–Friday 8:00 a.m.–5:00 p.m.	2	
Monday–Thursday 5:01 p.m.–7:59 a.m.	4	
Friday–Monday 5:01 p.m.–7:59 a.m.	8	

Conditions:

1. Time billed is minimum billable in accordance with the terms and conditions of the underlying contract and the purchase order.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday– Friday.
3. The response time for customers without a support agreement is within two business days.
4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.

5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: Contractor through Kronos sends a replacement unit on an advance exchange basis by nextbusiness day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange Ordering Activities procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service

This service was designed for those who keep their own inventory of spare terminals and options.

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 - c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 - d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 - e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products;
- or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Customer portal at <http://customer.kronos.com>.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service

Per-event rates apply to Ordering Activities without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:

You contact Contractor through Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the Ordering Activity by regular surface transportation.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
 - b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
 - c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
 - d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
 - e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products;
- or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service does NOT include access to equipment service packs / firmware updates.

SECTION H

WORKFORCE TELESTAFF IVR SERVICE (Licensed or User Based)

This Section H is amending the Section A or D of Attachment A applicable between Contractor and Ordering Activity governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Section A or D , as applicable and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a

subscription service Contractor through Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) (“Workforce Telestaff IVR License Per Port”) or on a per minute basis (“Workforce Telestaff IVR Service”). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer’s internal use, by which Ordering Activity may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an “Interaction.”

2. Maintenance. Telestaff IVR maintenance will entitle Ordering Activity to Telestaff IVR phone support and software updates and shall commence on the date set forth in the applicable Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Ordering Activity’s Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Ordering Activity wants maintenance for the Workforce Telestaff IVR License Per Port, Ordering Activity must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).

3. Implementation. To initiate and setup administration of the required communications, Contractor through Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work (“SOW”). Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.

4. Methodology of payment: The Contractor will invoice Ordering Activity as set forth on the applicable purchase order Contract and as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the “Minute Usage Fee”) at a rate identified on the Order Form. Ordering Activity’s right to begin using the service shall begin upon activation of the service after implementation/configuration.

5. Restrictions on Telestaff IVR Services; Additional Responsibilities. Ordering Activity agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Contractor shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Contractor’s control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider’s Acceptable Use Policy found at: <http://voxeo.com/aup> and Ordering Activity agrees that it shall be liable for all loss, damage or injury that may result from Ordering Activity’s failure to abide by such Policy. Ordering Activity acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

6. Telestaff IVR Security. The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of Section A or D as applicable or this Section H to the contrary, Ordering Activity understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Ordering Activity and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

Contractor's provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Contractor and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

7. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form and will be renewed by the signature of a new order form. Any change will be identified on the Order and shall be in accordance with the pricing and this Attachment.

SECTION I WORKFORCE DIMENSIONS™ TERMS AND CONDITIONS

Ordering Activity and Contractor agree that the terms and conditions set forth below shall apply to the Contractor through Kronos supply of the commercially available version of the Kronos' Workforce Dimensions software as a service and other related offerings specified on an Order Form signed by Ordering Activity (the "Order Form").

Contractor and Ordering Activity hereby agree that these terms and conditions of this Section I of the Attachment A apply for all order forms for the Services. These terms are effective as of the date the Order Form is accepted by the Contractor ("Effective Date")

This Section I includes the following exhibits, which are incorporated by reference, and which form an integral part of this contract:

Exhibit A: Attachment A-1: Equipment Purchase, Rental, and Support
Attachment A-2: Service Level Agreement
Exhibit B: Workforce Dimensions Cloud Guidelines
Exhibit C: Customer Success

Exhibit D: Acceptable Use Policy (AUP):
Exhibit E: AtomSphere Service and Boomi Software

Definitions

“Section I” means these terms and conditions and the Order Form(s) specific to the Ordering Activity.

“Acceptable Use Policy” and “AUP” are interchangeable terms referring to the Kronos policy describing prohibited uses of the Service as further described in Exhibit D.

“Aggregated Data” is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by Kronos in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service Agreement.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party’s respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Ordering Activity uses to access the Service.

“Application(s)” means those Kronos Workforce Dimensions software application programs set forth on an Order Form which are made accessible for Ordering Activity to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Ordering Activity as further described in Exhibit E, which the Ordering Activity and Ordering Activity’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit E.

“Configuration(s)” means the Ordering Activity specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by Contractor through Kronos to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Ordering Activity, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Success Plan(s)” means the services provided by Contractor through Kronos to support and maintain the Service as described in Exhibit C, including but not limited to the Support Plans and the Customer Success Programs.

“Ordering Activity Indemnified Party(ies)” means Ordering Activity and Ordering Activity’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Educational Services” means (i) KnowledgeMap Learning Portal; (ii) KnowledgeMap Live; and (iii) ala carte educational consulting services.

“Equipment” means Kronos equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to Kronos’ support of Equipment as further described in Attachment A-1.

“Feedback” means suggestions, ideas, comments, know how, techniques or other information provided to Kronos for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

“Fees” means the charges to be paid by Ordering Activity for a particular item.

“Implementation Services” means those professional and educational services provided by Contractor through Kronos to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“KnowledgeMap™ Learning Portal” means the online educational portal providing access to self-paced learning modules.

“KnowledgeMap™ Live” means the subscription service providing instructor led training by user role on a rotating course schedule.

“Order Form” means an order form mutually agreed upon by Contractor and Ordering Activity setting forth, among other things, the items ordered by Ordering Activity and to be provided by Contractor through Kronos and the Fees to be paid by Ordering Activity.

“Party(ies)” means Contractor or Ordering Activity, or both of them, as the context dictates.

“PEPM” means the per employee per month fee for a Ordering Activity’s Authorized Users access to the Service.

“Personally Identifiable Information” means information concerning individually identifiable employees of Ordering Activity that is protected against disclosure under Applicable Data Protection Law.

“Professional Services” means the professional, educational, consulting, or training services provided by Contractor through Kronos pursuant to an Order Form and which are not described in a Statement of Work.

“Seasonal Licenses” are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

“Service” means the Contractor through Kronos supply of the commercially available version of the Workforce Dimensions SaaS Applications in Kronos’ hosted environment and the services described in the section related thereto.

“Statement of Work” and “SOW” are interchangeable terms referring to a written description of the Implementation Services.

“Technology” means the intellectual property of Kronos within the Service, including but not limited to the Applications.

“Term” means the Initial Term and any Renewal Terms.

1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Ordering Activity
- b. Billing Start Date (i.e., the date the billing of the PEPM Fees commences)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. “Annual in Advance” means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. “Monthly in Arrears” means payment is due on a monthly basis with the invoice being issued at the end of the month in which the Service was delivered.
- f. Reserved

g. Reserved

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Customer Success Fees for Premium and Premium Plus Plans
- c. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- d. Equipment Purchase Fees
- e. Equipment Rental Fees
- f. KnowledgeMap™ Live Fees

1.3 Contractor through Kronos may also sell (or rent) Equipment to Ordering Activity, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

2. Billing

2.1 Contractor will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Ordering Activity will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Ordering Activity will send payment to the attention of Contractor at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Section I, payments are non-refundable. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated by Ordering Activity in accordance with the provisions hereof or applicable laws and regulations. At the expiration of the Initial Term and each Renewal Term, as applicable, the Services may renew for additional Renewal Terms by Ordering Activity issuing a new purchase order.

3. Implementation Services, Professional Services, and Educational Services

3.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Section I. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.2 While Ordering Activity may configure the Applications itself, as part of the Implementation Services as described in an SOW, Contractor through Kronos may also configure the Applications. Contractor through Kronos will configure the Applications based on Ordering Activity's instructions and direction. Ordering Activity is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.3 Contractor through Kronos may also provide Professional Services to Ordering Activity that do not require an SOW but which will be as set forth on an Order Form.

3.4 The KnowledgeMap™ Learning Portal is included in the PEPM Fees. If included on an Order Form, Contractor through Kronos will also provide a subscription to KnowledgeMap™ Live. The KnowledgeMap Live 1st Year Training will expire one (1) year from purchase. KnowledgeMap Live Subscription and KnowledgeMap Live 5 Pack are coterminous with the Service and will renew with the Service, unless terminated by Ordering Activity upon at least sixty (60) days prior written notice before the start of a Renewal Term. Ordering Activity is permitted to assign one (1) employee to each user account (or seat) included in Ordering Activity's KnowledgeMap Live subscription. The number of permitted seats will appear on the Order Form. Passwords and accounts cannot be shared by multiple users. Ordering Activity will designate one (1) named user account to act as a training administrator. The KnowledgeMap Live 5 Pack entitles Customer to add up to five (5) additional named users.

3.5 Contractor through Kronos may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.6 The Professional Service policies set forth in Section F of this Attachment A (Professional/Educational Services Policies) shall apply to all Implementation Services and Professional Services provided by Contractor through Kronos. In the event of a conflict between the Professional Services Policies and this Section I, the terms of this Section I shall prevail.

4. Service Level Agreement

Contractor through Kronos offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Ordering Activity's sole and exclusive remedy in the event of any Outage. Kronos remains obligated to provide the Service as otherwise described in this Section I.

5. Data, Confidentiality, Security and Privacy

5.1 Data

5.1.1 Ordering Activity owns Customer Data. Ordering Activity is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Ordering Activity is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 Kronos owns the Aggregated Data. Nothing in this Agreement will prohibit Kronos from utilizing the Aggregated Data for any purposes, provided that Kronos' use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

5.2 Confidentiality

Each Party will treat the Confidential Information of the other Party with the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public.

5.3 Security and Privacy

5.3.1 Kronos will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 Kronos employees will access Customer Data from the locations from which such employees work. Ordering Activity consents to Kronos' handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Ordering Activity will ensure that Customer Data may be provided to Kronos for the purposes of providing the Service. Ordering Activity has obtained all necessary consents from individuals to enable Kronos to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Ordering Activity will remain the "controller" of Customer Data and Kronos will be considered a "processor" of Customer Data.

5.3.4 Contractor through Kronos will notify Ordering Activity in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action Kronos is taking in response to the breach.

6. Warranty

Contractor warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Ordering Activity informs Contractor in writing that there is a material deficiency in the Service which is making this warranty untrue, Contractor will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if Contractor is unable to do so within a reasonable period of time, Ordering Activity may terminate the then remaining Term of the Order Form under Section I of this Attachment A, which will be Ordering Activity's sole and exclusive remedy. Ordering Activity agrees to provide Contractor with reasonable information and assistance to enable Contractor to reproduce or verify the non-conforming aspect of the Service.

7. License

7.1 Technology License

7.1.1 As part of the Service, Contractor will provide Ordering Activity access to and use of the Technology, including the Applications. Contractor hereby grants Ordering Activity a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Ordering Activity acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Ordering Activity's payment of the corresponding PEPM Fees. Ordering Activity

agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Ordering Activity agrees not to use any other Application nor increase the number of employees using an Application unless Ordering Activity enters into an additional Order Form that will permit the Ordering Activity to have additional Authorized Users.

7.1.2 Kronos owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Ordering Activity has a right to use this Technology and to receive the Service subject to this Section I. No other use of the Technology is permitted. Ordering Activity is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Ordering Activity cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

8. Scope and Authority

8.1 Authorized Users may access the Service on Ordering Activity's behalf, and Ordering Activity will be responsible for all actions taken by its Authorized Users. Ordering Activity will make sure that Authorized Users comply with Ordering Activity's obligations under this Section I. Unless Contractor breaches its obligations under this Section I, Kronos is not responsible for unauthorized access to Ordering Activity's account, nor activities undertaken with Ordering Activity's login credentials, nor by Ordering Activity's Authorized Users. Ordering Activity should contact Contractor immediately if Ordering Activity believes an unauthorized person is using Ordering Activity's account or that Ordering Activity's account information has been compromised.

8.2 Access to the Service includes access to the Marketplace feature (the "Marketplace"). The Marketplace allows Ordering Activity to electronically enter into agreements and make transactions such as orders, contracts, statements of work, and notices of cancellation. Ordering Activity shall configure the Marketplace to disable use by its Authorized Users if it does not agree to enter into electronic transactions or agreements. Ordering Activity acknowledges that if it does not disable use of the Marketplace it agrees to be bound by agreements and transactions electronically entered into through the Service.

9. Suspension

9.1 Contractor through Kronos reserves the right to temporarily suspend the Service if in Kronos's reasonable judgement, the Service or any component thereof are about to suffer a significant threat to security or functionality.

9.2 Ordering Activity shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of the AUP. Contractor through Kronos and its third party cloud service provider reserve the right to review Ordering Activity's use of the Service and Customer Data for AUP compliance and enforcement. Ordering Activity acknowledges that failure to comply with the AUP may result in a significant threat to the security or functionality of the Services. If Contractor through Kronos discovers an AUP violation,

Contractor through Kronos may temporarily suspend Ordering Activity's use of the Service immediately without notice.

Article 10. Termination

10.1 Effects of Termination

If the Section I is terminated for any reason:

- a. All Fees will be paid by Ordering Activity for amounts owed through the effective date of termination.
- b. Any Fees paid by Ordering Activity for the Service not rendered prior to the effective date of termination will be refunded to Ordering Activity.
- c. Ordering Activity's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Ordering Activity will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by Contractor through Kronos that will enable Ordering Activity to so extract Customer Data. If Ordering Activity requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Section I.
- d. Contractor through Kronos will delete Customer Data after Ordering Activity's rights to access the Service and retrieve Customer Data have ended. Contractor through Kronos will delete Customer Data in a series of steps and in accordance with Kronos' standard business practices for destruction of Customer Data and system backups. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. Contractor and Ordering Activity will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Section I.
- f. Provisions in this Section I which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination will so survive.

11. Extent and Limitations of Liability

11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION I OF THIS ATTACHMENT A, THE TOTAL AGGREGATE LIABILITY OF CONTRACTOR OR CONTRACTOR'S SUPPLIERS TO ORDERING ACTIVITY OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION I WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY ORDERING ACTIVITY, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

11.2 NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS SECTION I. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED.

11.3 THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRONOS; NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Changes

The information found in any Exhibit (or at any URL referenced in this Section I) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by Kronos.

13. Feedback

From time to time, Ordering Activity may provide Feedback. Kronos has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Ordering Activity hereby grants Kronos a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with Kronos' business without any compensation to Ordering Activity or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Section I limits Kronos' right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

14. General

14.1 Ordering Activity shall not assign the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent shall be void.

Attachment A-1: Equipment Purchase, Rental, and Support

The following terms and conditions supplement the terms and conditions of Exhibit A and govern the purchase and sale, or rental of, Equipment and the related support services, as applicable.

1. Purchase and Sale of Equipment

When indicated on the applicable Order Form as Purchased Equipment, Contractor through Kronos sells to Ordering Activity the Equipment listed on that Order Form for the price stated on that Order Form. Payment and delivery terms are as stated on the Order Form. Contractor will invoice Ordering Activity for purchased Equipment upon shipment of the Equipment.

2. Equipment Rentals

The following terms apply only to Equipment Ordering Activity rents from Contractor when indicated on the applicable Order Form as Rental Equipment:

2.1 Rental Term and Warranty. The term of the Equipment rental and the warranty for such Equipment shall run coterminously with the Term of the Service.

2.2 Insurance. Ordering Activity shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times during the Term. No loss, theft or damage after shipment of the Equipment to Ordering Activity shall relieve Ordering Activity from Ordering Activity's obligations hereunder.

2.3 Location/Replacement. Ordering Activity shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall, subject to the Ordering Activity's security requirements pertaining to security clearances and access to premises, computer systems, and data, have the right to enter Ordering Activity's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Ordering Activity, to replace any Equipment with newer or alternative technology as long as the replacement Equipment at least provides the same level of functionality as that being replaced.

2.4 Ownership. All Equipment shall remain the property of Contractor through Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Ordering Activity shall not sell or otherwise encumber the Equipment. Ordering Activity shall furnish any assurances, written or otherwise, reasonably requested by Contractor to give full effect to the intent of terms of this paragraph.

2.5 Equipment Support. Contractor shall provide to Ordering Activity the Depot Exchange Equipment Support Services described below, the Fees for which are included in the Rental Fees for the Equipment.

2.6 Return of Equipment. Upon termination or expiration of the Rental Period for the Equipment or upon termination or expiration of the Order Form, for any reason, Ordering Activity shall return, within thirty (30) days of the effective date of termination and at Ordering Activity's expense, the Equipment. Equipment will be returned to Contractor in the same condition as and when received, reasonable wear and tear excepted.

3. Warranty

Contractor warrants that all Kronos Equipment shall be free from defects in materials and workmanship, for a period of ninety (90) days from delivery. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Documentation. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) in the event of:

- a. damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b. failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Documentation; or
- c. malfunctions resulting from the use of badges or supplies not approved by Kronos.

4. Firmware

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

5. Export

Ordering Activity acknowledges that the Equipment may be restricted by the United States Government or by the country in which the Equipment is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Equipment.

6. Equipment Support

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide Equipment Support Services for Ordering Activity's Kronos Equipment (referred to below as "Product(s)") if such Equipment Support Services are specified on an Order Form to and from locations within the United States and Puerto Rico.

6.1 Term

Equipment Support Services have a term of one (1) year commencing upon the expiration of the applicable warranty set forth in Section 3 of this Section I. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), if agreed upon by the issuance of a new order and Contractor accepting such order.

6.2 Payment

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), must be covered by the Equipment Support Services. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Equipment Support Services, any Products of the same type as those covered by Ordering Activity under Equipment Support Services, such additional Products must be covered by the Equipment Support Services.

6.3. Depot Support Service

6.3.1 Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote support in an attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed Product with the supplied RMA number. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair

- selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of Attachment A.

6.3.2 Depot Exchange: Contractor through Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from Kronos, shall package the defective Product in the materials provided by Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

6.3.3 Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Upon receipt of the failed Product, Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

6.3.4 Device Software Updates Only: Ordering Activity shall be entitled to receive:

- a. Service packs for the Product (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal; and
- b. Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Products.

6.4 Service packs for the Products are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Ordering Activity is maintaining the Products under an annual Equipment Support Services plan with Kronos.

6.5 Contractor warrants that all service packs and firmware updates provided under this Section I shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

6.6 Responsibilities of Ordering Activity

Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

- a. Maintain the Products in an environment conforming to Kronos' published specifications for such Products;

- b. De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- c. Ensure that the Product(s) are returned to Kronos properly packaged; and
- d. Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

6.7 Support Exclusions

6.7.1 Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

6.7.2 Professional Services provided by Contractor through Kronos in connection with the installation of any software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Equipment Support Services. Firmware (including equipment service packs), which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Equipment Support Services plan with Kronos.

7. Warranty

Contractor warrants that all repairs performed under this Section I shall be performed in a professional and competent manner. **ALL OTHER WARRANTIES FOR THE EQUIPMENT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.**

8. Limitation of Remedies

To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

Attachment A-2: Service Level Agreement

Service Level Agreement: Kronos offers the Service Level Agreement and associated SLA Credits as described in this Attachment A-2. This Attachment A-2 does not apply to the Boomi development environment described in Exhibit E.

Availability: The production environment of the Service will maintain 99.75% Availability. SLA Credits become available starting the month after Ordering Activity's written "go live" confirmation is provided to Kronos.

SLA Credits: If, due to an Outage, the Service does not maintain 99.75% Availability, Ordering Activity is entitled to a credit to Ordering Activity's monthly invoice for the affected month, such credit to be equivalent to 3% of Ordering Activity's monthly PEPM Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Ordering Activity's monthly PEPM Fees.

"Outage" means the accumulated time, measured in minutes, during which Ordering Activity is unable to access the production environment for the Service for reasons other than an Excluded Event.

"Excluded Event" means any event that causes unavailability to the Service due to (a) the acts or omissions of Ordering Activity, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Ordering Activity; (d) any inconsistencies or changes in Ordering Activity's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Customer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of this Section I; (i) the unavailability of required Ordering Activity personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions. The current Maintenance Period is each Saturday, 12:00 AM - 4:00 AM (US) EST.

Service Credit Calculation: An Outage will be deemed to commence when the Service is unavailable to Ordering Activity and ends when Kronos has restored availability to the Service.

Availability Percentage: (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

Reporting and Claims Process

Kronos will provide Ordering Activity with Availability metrics on a monthly basis for each prior calendar month. Ordering Activity must request the applicable SLA Credits by written notice to Kronos within sixty (60) days of receipt of the metrics. Ordering Activity waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on Kronos' records and data unless Ordering Activity can provide Kronos with clear and convincing evidence to the contrary.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

Ordering Activity acknowledges that Kronos manages its network traffic in part on the basis of Ordering Activity's utilization of the Service and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Ordering Activity significantly changes its utilization of the Service than what is contracted with Kronos and such change creates a material and adverse impact on the traffic balance of the Kronos network, as reasonably determined by Kronos, the Parties agree to co-operate, in good faith, to resolve the issue.

Exhibit B: Workforce Dimensions Cloud Guidelines

Solution Definition	
Tenants included	One standard production tenant One partial copy non-production tenant limited to 18 months of data
Additional tenants	Additional partial copy tenants available for purchase on an annual basis
Connectivity	
Connectivity to service	The customer's end users connect to Workforce Dimensions applications via a secure SSL/TLS connection over the internet. Cooperation between Kronos and the customer's IT staff may be required to enable access. Kronos will assist with validating site connectivity but assumes no responsibility for the customer's internet connection or ISP relationships. Kronos-related internet traffic cannot be filtered by proxy or caching devices on the client network. Workforce Dimensions supports vanity URL, utilizing a single domain.
Connectivity	
SFTP accounts	The Kronos cloud SFTP service provides a generic endpoint for customers to push and pull files — including people import, payroll, accruals, schedules, punches, drivers, and more — to and from the Kronos cloud in support of Kronos' integrations. The service includes two SFTP managed service accounts that customers may use to automate their integrations with the Kronos cloud. All managed service account logins use public key authentication to secure files in transit. Transfers of files up to 100MB are supported. Customers may also purchase additional managed service accounts. User accounts for individual (named) customer login are not supported by the SFTP service.
MPLS/Site-to-cloud (optional)	Customers choosing to utilize MPLS are required to use connections offered by Google Cloud Interconnect service providers and will pay the service provider directly. Kronos will assist in provisioning of the link.
Server-initiated device (optional)	Supported per Documentation (includes two VPN connections)
Usage	
Storage	Storage will be aligned with the number of employees using Workforce Dimensions and the number of software modules being deployed. Storage is covered by the per-employee-per-month fees.
Secure file transfer limits	Integration with Kronos Workforce Dimensions using the Kronos Cloud SFTP service is subject to the following limits: <ul style="list-style-type: none"> - 20 active concurrent sessions per SFTP account - File size transferred per SFTP session not to exceed 100MB - Storage quota of 10GB per SFTP account
Key performance indicators (KPIs)	KPIs can be used to monitor and control business targets and thresholds. Many KPIs are delivered to the customer to track common workforce metrics such as overtime and labor costs. The customer has the option to build additional organization-specific KPIs using the KPI Builder. The number of active KPIs used with Workforce Dimensions applications will be limited to 200 per customer. Additional KPIs may be purchased.
API usage	Data can be accessed through APIs. Kronos reserves the right to limit usage of APIs to preserve the integrity of the system and to charge additional fees for usage of the APIs beyond "normal levels" as required for integrations with other systems. The expected volume of API calls may be exceeded by building additional applications using APIs or routinely extracting large volumes of data to support an external data warehouse.
Policies	
Data refresh	Customer can request that a copy of production tenant be moved to its non-production tenant once per week — up to the limit of data allowable in the non-production tenant.

Kronos application updates	Maintenance updates will be automatically applied as needed. New software releases will be automatically applied according to the release schedule published during the first month of each quarter.
Data retention	As part of the standard offering transactional data will be retained for 3 years in production environment and an additional 4 years in archive. After the 7 years' customers will need to extract data that they require to keep for longer periods of time. Kronos has the right to purge the data after 7 years.
Customer termination support	Upon customer termination, Kronos will provide access to the service for an additional 30 days so the customer may extract data.
Security compliance	A SOC 2 Type 1 report will be published during the first quarter after general availability release. A SOC 2 Type 2 report will be published 12 months after general availability release.
Disaster recovery	Recovery time objective: 24 hours Recovery point objective: 4 hours
Encryption	Data encryption in transit and at rest is included.
Servicelevel agreement uptime	99.75% system availability
Maintenance window	Four hours once a week, according to defined standard schedule: Saturday, midnight – 4:00 a.m. EST
Data usage	Kronos has the right to use scrubbed system data to define benchmarks, understand usage, and establish patterns.
Third parties	The customer may contract with a third party to configure and/or implement Workforce Dimensions applications. The customer will be responsible for creating users in the system for the third party to access the application and for maintaining the permissions those users have within the application. Dedicated service and support accounts can be accessed only by Kronos personnel or contractors employed by Kronos.
Legal Hold	Kronos will comply with applicable laws and regulations when responding to subpoenas and inquiries from government agencies after consultation with customers when applicable and possible. In the event that a customer is subject to a subpoena, litigation discovery request, or government inquiry directed at customer data or documents that are solely within Kronos' control, Kronos will, at the customer's request, make commercially reasonable efforts to provide assistance to the extent that it is technically feasible. The customer will reimburse Kronos for the costs that Kronos incurs to provide such assistance, such as professional services fees, copying, delivery, and other handling expenses. Subject to the above, Kronos will produce the relevant data or documents. Except at its sole discretion or if legally required to do so, Kronos will not entertain requests to store or host legacy or archived customer data or documents for these purposes. Kronos periodically reviews all matters subject to legal hold, including data that is being retained.

Exhibit C: Customer Success

Workforce Dimensions

Success Plans

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our two Success Plans are designed to meet your unique organizational needs and help you maximize the full value of your Kronos® solution.

Essentials

» A digital, self-service, community-based approach

Enhanced

» Personalized guidance, one-on-one success planning, and technical support

	Essentials	Enhanced
Included		
KGS Technical Support	8 a.m. – 8 p.m. M–F support 2-hour response time to cases	24-hour x 7-day support 1-hour response time to cases
24x7 Mission-Critical Support	•	•
Kronos Community	•	•
Kronos Onboarding Experience	•	•
Kronos KnowledgeMap™	•	•
Customer Success Manager	Team	Named
Integration/API Support		•
Configuration Review		•
Industry Best-Practices Review		•
New Feature Review and Activation*		•
Extras		
Technical Account Manager		Fees Apply
Kronos KnowledgeMap Live		Fees Apply
Help Desk Services		Fees Apply
Managed Services		Fees Apply

*Assistance integrating new licensed and nonlicensed features under 8 hours is supported.

Workforce Dimensions

Essentials Success Plan

Accelerate value through a digital, self-service, community-based model

Bundled to Meet Your Fundamental Needs

The Essentials Success Plan is the foundational success plan for all Kronos® customers. This level of service provides the support, coverage, and resources you'll need to keep your solution up and running effectively. Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management.

Features	Description
Support Services	
Local Time Zone Support	8 a.m. – 8 p.m. M–F support, 2-hour response time to cases
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Team	A team of industry experts dedicated to helping you find answers to your questions, navigate challenges, and celebrate success

The Essentials Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Workforce Dimensions

Enhanced Success Plan

Amplify business outcomes with tailored success paths and technical expertise

One-on-One Success Management

The Enhanced Success Plan is focused on helping you uncover the full value of your Kronos® solution by teaming you with expert-level resources. You'll experience rapid results from reliable partnerships with key Kronos resources who will help you take optimization to the next level and establish an outcome-driven, long-term plan for realizing the success you expect.

Features	Description
Support Services	
Local Time Zone Support	24-hour x 7-day support, 1-hour response time
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Integration/API Support	Enhance and update existing integrations and API customizations
Success Services	
Kronos Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Kronos customers in your industry
Kronos Onboarding Experience	Step-by-step guidance from the beginning of your Kronos journey to help you reach your business goals and know what to expect along the way
Kronos KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources
Success Management	
Customer Success Manager	A dedicated industry expert helps you realize business value from your software investments by aligning Kronos with your company's roadmaps, conducting executive business reviews, and acting as your trusted advocate
New Feature Review and Activation	Periodic product release review and new feature recommendations based on your business goals, and assistance activating them in your Kronos environment
Configuration Review	Optimize use of your Kronos solution based on your usage patterns
Industry Best-Practices Review	Review solution configuration and use of your Kronos solution against industry peers, and provide best-practice recommendations to drive additional value

The Enhanced Success Plan also offers the opportunity to purchase additional services to help you enhance your Kronos experience.

- **Technical Account Manager:** Named industry and/or product expert providing dedicated technical support for your Kronos solution
- **Kronos KnowledgeMap Live:** In-depth classroom training by certified Kronos instructors with deep industry expertise to ensure your functional and technical teams are fully prepared for deployment and future releases
- **Help Desk Services:** Frontline end-user support of your Kronos application, dedicated support lines, and proactive system monitoring 24 hours per day
- **Managed Services:** Receive ongoing configuration support, regular analysis, and creative solution suggestions from expert workforce management consultants

Exhibit D: Acceptable Use Policy

This Acceptable Use Policy (this “Policy”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. If Ordering Activity violates the Policy or authorizes or helps others to do so, Contractor may suspend use of the Service until the violation is corrected, or terminate the Order Form for cause in accordance with the terms of this Section I.

No Illegal, Harmful, or Offensive Use or Content

Ordering Activity may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, Kronos’ operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

Ordering Activity may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Ordering Activity will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.
- **No Use of Robots.** Ordering Activity will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

No Network Abuse

Ordering Activity may not make network connections to any users, hosts, or networks unless Ordering Activity has permission to communicate with them. Prohibited activities include:

- Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

Ordering Activity will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. Ordering Activity will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. Ordering Activity will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Monitoring and Enforcement

Contractor through Kronos reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. Contractor through Kronos may:

- investigate violations of this Policy or misuse of the Service; or
- remove, disable access to, or modify any content or resource that violates this Policy.

Contractor through Kronos may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing appropriate customer information. Contractor through Kronos also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If Ordering Activity becomes aware of any violation of this Policy, Ordering Activity will immediately notify Contractor and provide Contractor with assistance, as requested, to stop or remedy the violation.

Exhibit E: AtomSphere Service and Boomi Software

As part of the Service, Ordering Activity has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Ordering Activity may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service.

There are two (2) cloud environments associated with Ordering Activity use of the Boomi AtomSphere Service and the Boomi Software:

- a. Run-Time environment: A run time environment in the Kronos Cloud where the integration created by with the Boomi AtomSphere Service runs. This environment is described in Exhibit B.
- b. Development environment: A development environment in the Boomi Cloud where the design and development tools exist to build the integrations. This environment is referred to as a Hosted Environment in the hyperlink below.

The Boomi AtomSphere Service is subject to the additional terms and conditions set forth at: www.kronos.com/workforce-dimensions/agreement/attachment-e1. These additional terms and conditions apply to all integrations to and from the Service using the Boomi AtomSphere Service, whether done by Ordering Activity or by Kronos. Except as provided in these additional terms and conditions, all terms and conditions of this Section I related to the Service apply to the Boomi AtomSphere Service. Upon termination, Ordering Activity's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

immixTechnology, Inc.
McLean, VA United States

Certificate Number:
2025-1271110

Date Filed:
02/18/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025149
UKG Pro products. Per immixTechnology quote: QUO-1505916-Q0B8Q2

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 Fairfax County, State of VA, on the 19 day of February, 2025.
(month) (year)

Meghan Cohen
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.

immixTechnology, Inc.
McLean, VA United States

Certificate Number:
2025-1271110

Date Filed:
02/18/2025

Date Acknowledged:
02/19/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025149
UKG Pro products. Per immixTechnology quote: QUO-1505916-Q0B8Q2

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**54.****Meeting Date:** 02/25/2025

Amended and Restated Agreement with Taylor Rodeo Association, Inc.

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on an Amended and Restated Williamson County Exposition Center Operation and Use Agreement by and between Williamson County, Texas and the Taylor Rodeo Association, Inc. (TRA) related to TRA's use of the Williamson County Expo Center.

Background

Key amendments that are being made include: (1) Section 2.3: new event dates for a 5-year period; (2) Section 3.1: new term dates to include an initial 5-year period with an option to renew for another 5 years; and (3) Section 5.1: to permit TRA the right to manage both consumable and non-consumable concession.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amended and Restated Agreement - TRA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 11:53 AM

Started On: 02/19/2025 10:38 AM

**AMENDED AND RESTATED
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT**

By and Between

**WILLIAMSON COUNTY, TEXAS,
as Owner,**

and

**TAYLOR RODEO ASSOCIATION, INC.,
as TRA**

THIS AMENDED AND RESTATED WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT (the "Agreement") is made and entered into as of the execution date set forth on the signature page herein below (the "Execution Date") by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA"). TRA and Owner collectively are sometimes referred to herein as the "Parties," and each of TRA and Owner individually is sometimes referred to as a "Party."

RECITALS

WHEREAS, Owner owns the Williamson County Expo Center (the "Expo Center") and property situated in, around and adjacent thereto;

WHEREAS, TRA has, for more than 60 years, been involved in the management, development and promotion of the Taylor Rodeo and other events at a prior location and, thereafter, at the existing Expo Center facility located in Taylor, Texas;

WHEREAS, TRA and Owner entered into a Joint Development – Management Agreement on April 6, 2004 wherein TRA agreed to manage the existing Expo Center facility for both TRA's use and general public use;

WHEREAS, Owner renovated and enhanced the existing Expo Center facility by developing and constructing new components which included a main arena, existing arena improvements, covered exposition space, air conditioned exposition and exhibition space, administrative, clerical and reception office spaces, site work, storage for inventory, supplies and records, warming kitchen, lunch/break room and multi-purpose classroom/conference rooms; restrooms; and concession stands/locations for consumable concessions;

WHEREAS, along with developing and constructing the new components described above, Owner and TRA determined that it would be in the best interest of Williamson County for Owner to provide for the management and development of the Expo Center and to terminate the Joint Development – Management Agreement executed by the Parties thereby alleviating TRA of any management and developments obligations and duties set forth under said agreement;

WHEREAS, in consideration of TRA's prior management and development of the existing Expo Center and in consideration of the assets transferred by TRA to Owner under this Agreement, Owner and TRA executed the original Williamson County Exposition Center Operation and Use Agreement dated effective on July 22, 2015 ("Original Agreement") wherein Owner agreed that TRA would receive scheduling preferences in relation to specific events held by TRA and be provided with the ability to use the existing and future Expo Center facility for the purposes and uses permitted thereunder, on, subject to and in accordance with the terms thereof;

WHEREAS, the Parties now desire to amend the Original Agreement in order to, among other modifications, extend the License Term, provide for future TRA Event Dates, provide concessionaire rights to TRA and restate the terms and conditions of the Agreement; and

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree to amend and restate the Agreement as follows:

ARTICLE 1 REPRESENTATIVES OF THE PARTIES

1.1 Owner Representative. The Owner's representative ("Owner Representative") for purposes of this Agreement will be as follows:

Williamson County Park's Director
219 Perry Mayfield
Leander, TX 78641
Phone (512) 943-1920

Owner shall have the right, from time to time, to change the Owner Representative by giving TRA written notice thereof. With respect to any action, decision or determination which is to be taken or made by Owner under this Agreement, the Owner Representative may take such action or make such decision or determination or shall notify TRA 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 Owner Representative on behalf of Owner shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the Owner Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Owner Representative shall be binding on Owner; *provided, however*, the Owner Representative shall not have any right to modify, amend or terminate this Agreement.

1.2 TRA Representative. The TRA's representative (the "TRA Representative") for purposes of this Agreement shall be as identified on the signature page below. TRA shall have the right, from time to time, to change the TRA Representative by giving Owner written notice thereof. With respect to any action, decision or determination to be taken or made by TRA under this Agreement, the TRA Representative may take such action or make such decision or determination or shall notify Owner in writing of an individual responsible for 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 TRA Representative on behalf of TRA shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the TRA Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the TRA Representative shall be binding on TRA; *provided, however*, the TRA Representative shall not have any right to modify, amend, or terminate this Agreement.

ARTICLE 2 GRANT OF LICENSE

2.1 Grant.

2.1.1 Grant of License for Event #1 and Event #2. In consideration of and subject to the exceptions, covenants, agreements, and conditions set forth herein, Owner does hereby grant a license unto TRA, and TRA does hereby accept said license from Owner, the following described property (collectively the "Licensed Premises") on the Booked Event #1 Event Days and Booked Event #2 Event Days, each in accordance with this Agreement:

- (a) The Expo Center main arena and practice arena*;
- (b) Expo Center covered exposition space, air conditioned exposition and exhibition space, and multi-purpose classroom/conference rooms; and restrooms*;
- (c) The Expo Center's parking lots, driveways, walkways and other access ways, curbs, temporary and permanent fences and other barriers, directional and informational signage, ticket booths, parking lot lighting and light fixtures, and all other appurtenant fixtures, structures and improvements relating to such items previously described (collectively, the "Expo Center Grounds") *;
- (d) The Owner's Stock Pens and Chutes; and
- (e) Seven (7) RV sites for TRA Booked Event #1 & eight (8) RV sites for TRA Booked Event #2 .

****As a part of Owner's construction of enhancements and improvements to the existing Expo Center in the future, Owner may, at its sole discretion, remove any of the items listed above that exist as of the Execution Date. To the extent existing items are removed, TRA will not be able to use such items under this Agreement or make a claim for the inability to use such items.**

***Owner will, to the extent practical and reasonable, coordinate and schedule any future construction operations in relation to the construction of enhancements and improvements to the existing Expo Center in an attempt to not interfere with Booked TRA Events. Provided, however, TRA acknowledges and agrees that TRA may be required to cancel a Booked TRA Event if Owner is unable to coordinate and schedule its construction operations of enhancements and improvements to the existing Expo Center in a manner that will not interfere with Booked TRA Events. Owner will attempt to provide adequate and reasonable notice to TRA in the event that an interference cannot be practically and reasonably avoided.**

2.1.2 Grant of License for Event #3. In consideration of and subject to the exceptions, covenants, agreements, and conditions set forth herein, Owner does hereby grant a license unto TRA, and TRA does hereby accept said license from Owner, the following described portion of the Licensed Premises on each Booked Event #3 Event Day, in accordance with this Agreement:

- (a) Expo Center, air conditioned exposition and exhibition space and warming kitchen for catering services in relation to TRA's Booked Event #3 Event Day*; and
- (b) The Expo Center's parking lots, driveways, walkways and other access ways*.

***As a part of Owner's construction of enhancements and improvements to the existing Expo Center in the future, Owner may, at its sole discretion, remove any of the items listed above that exist as of the Execution Date. To the extent existing items are removed, TRA will not be able to use such items under this Agreement or make a claim for the inability to use such items.**

***Owner will, to the extent practical and reasonable, coordinate and schedule any future construction operations in relation to the construction of enhancements and improvements to the existing Expo Center in an attempt to not interfere with a Booked Event #3 Event Day. Provided, however, TRA acknowledges and agrees that TRA may be required to cancel a Booked Event #3 Event Day if Owner is unable to coordinate and schedule its construction operations of enhancements and improvements to the existing Expo Center in a manner that will not interfere with a Booked Event #3 Event Day. Owner will attempt to provide adequate and reasonable notice to TRA in the event that an interference cannot be practically and reasonably avoided.**

2.1.3 Future Licensed Premises. TRA hereby acknowledges and agrees the Licensed Premises shall be limited to the items specifically set out under Sections 2.1.1 and 2.1.2 above and that any additional improvements and/or facilities constructed and situated at the Expo Center in the future will not constitute or be included as Licensed Premises and that additional fees will be assessed for TRA's use of any such future improvements and/or facilities.

2.2 TRA's Right to Use.

2.2.1 Event #1 and Event #2 Events. During the TRA's Booked Event #1 and Booked Event #2, TRA will have the right to use, occupy, possess, enjoy and control the Licensed Premises described in Section 2.1.1 above for any Permitted Use for the purpose of holding the TRA Booked Events on each entire Event #1 Event Day and Event #2 Event Day, subject only to the provisions of this Agreement. On any Booked Event #1 Event Day and Booked Event #2 Event Day, subject to the restrictions set forth in this Agreement, (i) TRA may stage activities attendant to such events anywhere on the Licensed Premises described in Section 2.1.1 above (including the Parking Facilities) as part of such event, whether or not under the same admission ticket, (ii) TRA's guests and invitees shall be permitted to cook and otherwise prepare and consume food and beverages in the Parking Facilities for their own personal consumption provided they comply with all food handling regulations or laws that may apply to such food preparation; and (iii) TRA may set up tents, booths and temporary facilities on the Expo Center Grounds; **provided, however, no stakes or other objects may be driven into the surface of the Expo Center Grounds, Licensed Premises or any improvements thereon.**

2.2.2 Event #3 Events. During each of TRA's Booked Event #3 Events, TRA will have the right to use, occupy, possess, enjoy and control the portion of Licensed Premises described in Section 2.1.2 above for the purpose of holding its Event #3 on each Booked Event #3 Event Day, subject only to the provisions of this Agreement.

2.3 Booked TRA Events and Scheduling

2.3.1 Booked TRA Events.

(a) Booked Event #1. The following dates shall be the Booked Event #1 Dates:

Year of 2025:	July 16, 2025 to July 20, 2025
Year of 2026:	July 15, 2026 to July 19, 2026
Year of 2027:	July 14, 2027 to July 18, 2027
Year of 2028:	July 19, 2028 to July 23, 2028; and
Year of 2029:	July 18, 2029 to July 22, 2029

(b) Booked Event #2. The following dates shall be the Booked Event #2 Dates:

Year of 2025:	June 11, 2025 to June 14, 2025
Year of 2026:	June 10, 2026 to June 13, 2026
Year of 2027:	June 9, 2027 to June 12, 2027
Year of 2028:	June 7, 2028 to June 10, 2028
Year of 2029:	June 6, 2029 to June 9, 2029

(c) Booked Event #3. The following dates shall be the Booked Event #2 Dates:

Year of 2025:	March 21, 2025 to March 22, 2025
Year of 2026:	March 20, 2026 to March 21, 2026
Year of 2027:	March 19, 2027 to March 20, 2027
Year of 2028:	March 17, 2028 to March 18, 2028
Year of 2029:	March 16, 2028 to March 17, 2028

For purposes of this Agreement, the above referenced Booked Event #1, Booked Event #2 and Booked Event #3 are sometimes referred to herein collectively as “Booked TRA Events” and individually as the “Booked Event #1”, “Booked Event #2”, and “Booked Event #3”.

2.3.2 Canceled TRA Events. If any Booked TRA Event, or portion thereof comprising an Event #1 Event, Event #2 Event or Event #3 Event, is postponed or canceled (each being a "Canceled Event"), TRA may submit a request to Owner to re-book such Canceled Event on another date within the same year in which no conflicting Owner event or third party event is then booked. Owner may allow TRA to re-book the Cancelled Event if no conflicting Owner event or third party event is then booked. In the event that Owner consents to TRA’s request to re-book a Cancelled Event, the re-booked Cancelled Event shall be deemed to be a Booked TRA Event for purposes of this Agreement. Nothing contained in this Agreement shall give TRA the right to (i) book any TRA Event on a date on which a conflicting Owner event or third party event has been previously booked or (ii) conduct or hold a TRA Event that has not been Booked.

2.3.3 Cooperation with Owner. In connection with TRA's administration of Booked TRA Events, TRA agrees that it will reasonably cooperate with Owner so as to maximize the availability of the Licensed Premises for booking Owner and third party events in areas of the Licensed Premises not needed by TRA during Booked TRA Events. Further, on Booked TRA

Event Days occurring at the beginning and end of the Event #1 Dates, the Event #2 Dates or Event #3 Dates, TRA shall allow reasonable move-in access and move-out egress of Owner and/or third party events held at the Expo Center, *provided* the same does not substantially interfere with any such Booked TRA Event occurring at such time nor substantially reduce or substantially interfere with parking, ingress/egress, operations or other activities permitted under this Agreement on TRA Event Days.

2.3.4 Reservation of Right to Modify Booking Procedures. TRA hereby agrees that Owner may need to modify and revise the booking procedures set forth under this Agreement in the future in relation to any of Owner's construction of enhancements to the Expo Center. Owner will consider the needs and desires of TRA and attempt to ensure that any such modifications and revisions to the booking procedures are reasonable to Owner, TRA and third party users of the Expo Center. Owner must provide notice of any modifications and revisions to the booking procedures to TRA one hundred eighty (180) days prior to the date that such modifications and revisions will take effect.

2.4 TRA's Parking.

2.4.1 Event Day Parking for Event #1 and Event #2 Events. On each and every Booked Event #1 Event Day and Booked Event #2 Event Day, Owner shall provide to TRA, at no cost or charge, parking spaces on the Expo Center Grounds for the use of TRA and its patrons, attendees, invitees and guests, including any officials, TRA's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other persons as TRA may desire, in connection with the particular Booked Event #1 Event and/or Booked Event #2 Event.

2.4.2 Event Day Parking for Event #3 Event Day. On each Booked Event #3 Event Day, Owner shall provide to TRA, at no cost or charge, parking spaces on the Expo Center Grounds for the use of TRA and its patrons, attendees, invitees and guests, including any officials, TRA's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other persons as TRA may desire, in connection with such Booked Event #3 (the "Event #3 Event Parking Spaces"). The Event #3 Event Parking Spaces shall be for the use of TRA and the patrons, attendees, invitees and guests of TRA, at no cost or charge of any kind to TRA or the users of such parking spaces. To the extent that Owner has additional parking spaces during an Event #3 Event Day that are not being used by Owner or other authorized users of the Expo Center, Owner may provide TRA with an amount of additional parking spaces that Owners deems available for TRA's use.

2.4.3 Charges for TRA Event Day Parking. Subject to the terms of this Agreement, TRA will have the right on Booked TRA Event Days to impose, collect and receive a parking charge or fee for vehicles entering the Expo Center Grounds for purposes of attending Booked TRA Events held at the Licensed Premises. Owner and Owner's employees, officials and representatives shall have the right to ingress and egress the Licensed Premises free of charge during Booked TRA Events.

2.4.4 Owner's Parking Spaces. During Booked TRA Events and at all other times, Owner shall have the exclusive right to use the parking spaces that are designated by Owner for Owner's

sole use. TRA must take all reasonable actions to prohibit unauthorized vehicles from parking in Owner's designated parking spaces during Booked TRA Events and, in the event of unauthorized parking in Owner's designated parking spaces during a Booked TRA Event, TRA shall be responsible for causing the vehicle to be removed, in accordance with the law, as expeditiously as possible.

2.5 Expo Center Grounds Informational Signs.

2.5.1 Expo Center Grounds Temporary Informational Signs. During Booked TRA Events, TRA, at TRA's sole cost and expense and subject to Owner's reasonable consent (which consent shall be permitted to take into consideration Owner's desire to maintain a certain degree of aesthetic conformity with respect to the Expo Center), shall have the right to install temporary directional or informational signage or banners on the Expo Center Grounds as TRA deems reasonably necessary to adequately identify TRA's activities. Notwithstanding any provision herein to the contrary, TRA may not install any signage or banners of any type that conflict with any of Owner's facility sponsors.

ARTICLE 3 LICENSE TERM AND TERMINATION

3.1 License Term. The term of this Agreement originally commenced on the Effective Date of July 22, 2015 and was to continue until the date that was ten (10) years after such Effective Date. By execution of this Agreement, as amended and restated, the Parties agree this Agreement commenced on said Effective Date and that it shall continue until July 22, 2029, unless sooner terminated in accordance with the provisions of this Agreement (the "License Term"). If a Booked TRA Event is in progress on the expiration of the License Term, then the License Term shall be automatically extended so as to end at 11:59 p.m. on the first day following the last day of such TRA Event Date, as applicable, for the Booked TRA Event then in progress.

3.2 Extension of License Term. Following the initial License Term set out in Section 3.1 above, this Agreement may, upon the written agreement of each Party, be extended for an additional separate term of five (5) years, subject to the rights of termination as contained herein. In the event the Parties agree to extend this Agreement, the Parties hereby agree and acknowledge that dates for TRA Events, fees and other the terms and conditions of this Agreement shall be negotiated, amended and set forth in a written agreement to extend the License Term. Any extension of this Agreement shall be considered a part of the License Term and all terms and conditions of this Agreement, as amended, shall continue in full force during any such extension.

3.3 Owner's Termination of Agreement. In addition to other termination rights set forth herein, Owner may terminate this Agreement for convenience and without cause upon a one hundred eighty (180) day's written notice to TRA.

3.4 TRA's Termination of Agreement. In addition to other termination rights set forth herein, TRA may terminate this Agreement for convenience and without cause upon one hundred eighty (180) day's written notice to Owner.

ARTICLE 4 CONSIDERATION

4.1 Consideration. In connection with the license and rights granted to TRA in this Agreement, Owner recognizes that TRA has contributed capital costs to the development and improvement of the Expo Center and TRA has also provided for the management of events at the Expo Center prior to the Effective Date of this Agreement. TRA's prior contributions and TRA's transfer of all rights, title and interest, of any kind, in TRA's existing assets described in Exhibit "A" ("TRA's Assets") to Owner shall serve as sufficient consideration to support the terms of this Agreement. TRA agrees to execute and provide any additional documentation, if necessary, to transfer to Owner all of its title, rights and interests in and to the TRA Assets.

ARTICLE 5 USE AND OCCUPANCY; PERMITTED USES

5.1 Permitted Uses. During the License Term, TRA shall have the right to use and occupy the Licensed Premises during the periods and to the extent provided in Article 2 and as limited or provided elsewhere in this Agreement for the following purposes (collectively, the "Permitted Uses"):

- (a) The exhibition, production and presentation of Booked TRA Events and activities related thereto, including the exhibition of advertising and marketing of Booked TRA Events, ticket sales, and any and all other activities which, from time to time, are customarily conducted by or are related to the business and operations of any Booked TRA Events and that are not excepted or identified as Prohibited Uses herein;
- (b) Sale of consumable concessions and non-consumable concessions, souvenirs and other non-edible, non-consumable items, edible, and consumable items customarily sold and marketed at events and operations similar to that of any Booked TRA Events;
- (c) Parking in the Expo Center parking facilities;
- (d) Entertainment;
- (e) Staging, production and storage operations by TRA and any of its contractors, vendors, and licensees;
- (f) Use and operation of Owner's sound/public announcement system and any lighting system, if any;
- (g) Use of the warming kitchen during a Booked Event #3 Event for warming catered food plates that are provided by a caterer selected by TRA from Owner's approved and authorized list of caterers; and
- (h) Other uses which are reasonably related or incidental to any of the foregoing and which are consented to, in writing, by Owner.

*"consumable concession(s)" for purposes of this agreement shall mean and include any type of food, food products, candy, and beverages of any type.

**"catered food plates", "catered food" or "catered items" shall mean and include a plate of food with a beverage provided by a caterer selected by TRA from Owner's approved

and authorized list of caterers.

5.2 Prohibited Uses.

5.2.1 General. TRA shall not use, or permit the use of, the Licensed Premises for any other or additional purpose that is not a Permitted Use without first obtaining the written consent of Owner, which consent shall not be unreasonably withheld. Notwithstanding the Permitted Uses hereunder, TRA agrees that it shall not use, or permit the use of, the Licensed Premises for the following purposes (collectively, the "Prohibited Uses"):

- (a) Create, cause, maintain or permit any public or private nuisance in, on or about the Licensed Premises;
- (b) Any purpose which is violative of any Governmental Rule or any permitted encumbrance;
- (c) **TRA and any of its patrons, attendees, guests, invitees, vendors, contractors or anyone associated with TRA shall not drive stakes, stabilizing poles, bars or rods, of any type or kind, into the surface of any of the Expo Center Grounds, Licensed Premises or any improvements thereon (TRA shall be liable for any damage caused by same and must pay, upon demand, Owner for necessary repairs to the damaged surfaces).**
- (d) **The dirt installed in the main arena and practice will be of a specific blend and type. TRA may not bring dirt into or take any dirt out of the main arena or practice arena without Owner's prior express written approval.**

5.2.2 Expo Center Grounds. Without first obtaining the consent of Owner, which consent shall not be unreasonably withheld, TRA agrees that its use of certain portions of the Expo Center Grounds shall be limited as provided in this section.

- (a) Areas that are designated for Owner's sole use, including, but not limited to Owner's office spaces, storage areas, etc.;
- (b) Areas designated or posted by Owner as being restricted access areas; and
- (c) Any areas specified herein as being areas of which TRA has not been given access to during a particular TRA Event.

5.3 Rights to TRA Revenues. Except as otherwise set out in this Agreement, TRA shall be entitled to, and is hereby granted the right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature received by TRA from TRA's event ticket sales, sponsorships and parking fees, as well as any other fees and receipts specifically allowed hereunder.

ARTICLE 6 OPERATION, MAINTENANCE, AND REPAIR

6.1 Operating Covenant. During the License Term, Owner covenants to (i) operate and maintain the Licensed Premises, or cause the Licensed Premises to be operated and maintained in compliance with all applicable governmental rules, being in good condition and repair and meeting or exceeding the standards of comparable Owner owned facilities, (ii) perform, or cause

to be performed, all Maintenance and Capital Repair Work with respect to the Licensed Premises in accordance with this Agreement, (iii) perform, or cause to be performed, all casualty repair work in accordance with this Agreement, (iv) provide Utilities in accordance with this article and (v) subject to any right of reimbursement under this Agreement, bear, pay and be responsible for all costs and expenses necessary for Owner to fulfill the obligations of Owner under this Agreement.

6.2 Health and Sanitation Compliance. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with the following:

- (a) A thorough and detailed statement describing the steps taken to ensure that minimum standards of health and sanitation will be maintained during of the particular Booked TRA Event.
- (b) A thorough and detailed statement describing the steps taken to ensure the physical health and safety of the persons attending of the particular Booked TRA Event.
- (c) A thorough and detailed statement describing the preparations taken to provide adequate medical and nursing care for the persons attending of the particular Booked TRA Event.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.3 Public Safety Compliance. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with an Emergency Management Plan containing, but not limited to, the following:

- (a) A thorough and detailed statement describing the security and law enforcement staffing that will be provided in order to ensure a safe environment for the attendees of the particular Booked TRA Event.
- (b) A thorough and detailed statement describing how attendance will be limited to a maximum number that will not create hazardous or unsafe conditions for the individuals who will be attending the particular Booked TRA Event.
- (c) A thorough and detailed statement describing the preparations TRA will take to provide traffic control before, during and after the particular Booked TRA Event.
- (d) A thorough and detailed statement describing the steps TRA will take to ensure that the particular Booked TRA Event will be conducted in an orderly manner, including steps taken to address active shooter scenarios, hazardous conditions, fire and weather evacuations, cancellations or delays of such event.
- (e) A thorough and detailed statement describing the preparations TRA will take to supervise minors who may attend the particular Booked TRA Event and provide a lost or found child procedure during said event.

- (f) Provide the immediate contact information of the primary representative of TRA who will always be available to communicate and provide absolute decisions at all times during the particular Booked TRA Event.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.4 Site Plan. At least thirty (30) days prior to each particular Booked Event #1 Event and Booked Event #2 Event, TRA must provide the Owner Representative with a site plan, which contains the following items:

- (a) Parking area available for attendees;
- (b) Name and contact information of RV site occupants
- (c) Location of temporary event specific interior roadways, entrances, exits and walks (other than permanent ones that currently exist on the Expo Center Grounds);
- (d) Coggins certificate check station(s)
- (e) Location of all first aid stations, life flight and ambulance locations, and emergency medical resources;
- (f) Location, type and provider of additional restroom facilities, if any;
- (g) Location and description of water stations, if any;
- (h) Location and number vendor and alcohol serving stands, and the types of items to be sold, if any;
- (i) Location, number, type and provider of solid waste containers, if any;
- (j) Location of TRA's headquarters during the event; and
- (k) Location of all parking areas that are designated for volunteers, guests/attendants, emergency services, etc.

Owner shall have a right to either accept or deny TRA's plans following its review of the above referenced statements. In the event Owner disapproves of TRA's plans, TRA must revise its plans and resubmit such plans until which time Owner approves such plans. TRA acknowledges that the particular Booked TRA Event will be postponed or cancelled in the event TRA does not provide Owner with acceptable plans prior to the event.

6.5 Staffing and Security. TRA, at its sole cost and expense, shall staff the Licensed Premises and Expo Center Grounds with reasonable levels of staff similar to the staffing of comparable facilities for Booked TRA Events (the "Event Staffing"). Event Staffing shall be at the level that is necessary to provide a safe environment for the attendees of the Booked TRA Events. TRA must, at its sole cost and expense, provide all necessary law enforcement and security personnel staffing at the level that is necessary to provide a safe environment for the attendees of the Booked TRA Events. TRA must separately contract for such law enforcement and security personnel staffing and Owner will not be responsible for providing such staffing at Booked TRA Events.

6.6 Coggins Staffing. In addition to all necessary law enforcement and security personnel staffing set out in Section 6.5, TRA must, at its sole cost and expense, provide at least two law enforcement or security personnel or one state licensed veterinarian and one law/security personnel in order to verify participants provide valid negative Coggins test verification for any event in which equine enter upon the Expo Center Grounds.

6.7 TRA's Negligence. Notwithstanding anything to the contrary contained in this Agreement, TRA agrees to reimburse Owner, within seven (7) day's notice, for all reasonable costs and expenses incurred by Owner for maintenance and repairs which directly result from TRA's (and/or its patron's, attendee's, guest's, invitee's, vendor's, agent's, contractor's or anyone associated with TRA) negligence or willful misconduct; *provided, however*, TRA shall not have any such obligation to reimburse Owner with respect to repairs or maintenance necessitated by ordinary wear and tear or any repairs necessitated by any casualty or condemnation.

6.8 Cleaning.

6.8.1 Owner's Cleaning Obligation. Notwithstanding anything herein to the contrary, Owner shall deliver the Licensed Premises to TRA in a clean condition, the level of such cleanliness to be mutually agreed upon by Owner and TRA, but in all events to be no less than the state of cleanliness in similar circumstances for comparable facilities, on the first day of the Booked Event #1 Dates, Booked Event #2 Dates and the Booked Event #3 Date, in each calendar year, at Owner's sole cost and expense.

6.8.2 TRA's Cleaning Obligation. TRA acknowledges and agrees that TRA shall be obligated to remove trash from the bleachers and bulk trash from all trash receptacles after each Booked TRA Event, to pay for trash bags for trash receptacles and be obligated to pay the contracted rate to the Owner's janitorial services contractor for janitorial services for each of the TRA Booked Events, which Owner will schedule on behalf of TRA. Furthermore, TRA shall be police and maintain the RV sites allocated to TRA hereunder and all Parking Lots for any trash during and after Booked Events.

6.8.3 Cleaning Notice and Duty to Cure. To the extent that a Party is not in compliance with its respective obligations, the other Party shall inform the non-complying Party and, in such case, the non-complying Party shall immediately cure such non-compliance items.

6.9 Maintenance and Repairs.

6.9.1 Owner's Obligation. Owner shall, throughout the License Term, do the following (collectively, the "Maintenance and Capital Repair Work"):

- (a) Keep and maintain the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a good working order and perform all Maintenance and all Capital Repairs, or cause the performance of all Maintenance and all Capital Repairs, necessary to accomplish the foregoing; and
- (b) Except as specifically set forth herein, maintain and keep, or cause to be

maintained and kept, the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a clean, neat and orderly condition given the nature and use of the Licensed Premises.

6.9.2 Readiness Event #1 and Event #2. Owner, at Owner's sole expense, shall provide the preparation and setup services necessary for each Booked Event #1 Event and each Booked Event #2 Event, which shall include, but not be limited to installation of chutes, panels, and pens for the events. TRA, at TRA's sole expense, shall provide the decoration, signage, video display, and any additional power source(s) not made available by Owner necessary for each Booked Event #1 and each Booked Event #2. Furthermore, Owner, at Owner's sole expense, shall provide the arena and dirt preparation services necessary for each Booked Event #1 and each Booked Event #2. To the extent the existing arena dirt's condition is not suitable for a particular Booked Event #1 or Booked Event #2, Owner shall, at its sole expense, prepare the arena dirt to a condition suitable for its event. However, the dirt in the main arena and practice will be of a specific type and blend and TRA may not install or take out any dirt from the main arena or practice without Owner's prior express written approval. Following each Booked Event #1 Event and each Booked Event #2 Event, Owner will take down the chutes, panels and pens as well as rework the arena dirt so that it is suitable for future third party and Owner event(s).

6.9.3 Readiness for Event #3. Owner shall make available chairs and tables (without charge for rental fees) in order to accommodate guests for each Booked Event #3 Event. Owner, at Owner's sole expense, shall provide the setup services necessary for each Booked Event #3. TRA, at TRA's sole expense, shall provide the preparation and decoration services necessary for each Booked Event #3 Event. TRA shall remove all trash and mitigate any spills or food waste in the Expo Center's Halls, Catering Kitchen, and Covered Expo following each Booked Event #3. To the extent that a Party is not in compliance with its respective obligations, the other Party shall inform the non-complying Party and, in such case, the non-complying Party shall immediately cure such non-compliance items.

6.9.4 Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is meant to, or shall be deemed to, (i) impose any requirement on Owner to upgrade the Expo Center, construct improvements or make Capital Repairs except for such upgrades and Capital Repairs as are required pursuant to other sections of this Agreement, or (ii) impose any requirement or liability on Owner to maintain the arena(s) and/or the arena(s)' dirt during the Booked Event #1 or the Booked Event #2 after it has been installed by TRA.

6.10 Changes, Alterations and Improvements. TRA shall not make any changes, alterations or improvements to the Licensed Premises unless given written consent by the Owner.

6.11 Mechanics' Liens and Claims. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") shall be filed against the interest of Owner in the Licensed Premises, or against Owner or any property of Owner, by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Licensed Premises by or on behalf of TRA, TRA, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of

Owner by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Licensed Premises, Owner or any property of Owner. If TRA fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Owner shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Owner timely fulfilling its payment obligations under the this article of this Agreement, TRA shall reimburse Owner within fifteen (15) days after demand therefor for amounts paid, together with reasonable attorneys' fees, costs and expenses so incurred by Owner, without regard to any defense or offset that TRA has or may have had against such Mechanic's Lien claim.

6.12 Utilities. Owner shall cause electrical, natural gas, water and trash services (collectively referred to as the "Utilities" for purposes of this Agreement) to be supplied as may be necessary or appropriate for the operation of the Licensed Premises and TRA's use and occupancy thereof in accordance with the terms of this Agreement

6.13 Owner's Liability for Interruption of Utilities. Owner shall incur no liability to TRA on account of any interruption or stoppage of any Utilities to the Licensed Premises if such interruption or stoppage is beyond the reasonable control of Owner, provided Owner immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities.

ARTICLE 7 CONCESSION, BRANDING, MEDIA RIGHTS, AND SERVICE RIGHTS

7.1 Concessions. During Booked TRA Events, TRA shall have the exclusive right to license, sell, display, distribute and store (in locations designated by Owner) the following:

- (a) Food, food product, candy and any other edible items;
- (b) Nonalcoholic beverages; and
- (c) Alcoholic beverages.

Owner shall not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event. TRA shall have a right to contract with a caterer selected by TRA from Owner's approved and authorized list of caterers to provide catered food plates at each Booked Event #3 Event and TRA and its caterer shall be allowed to use the warming kitchen for warming catered food at such Booked Event #3 Event. Furthermore, as set forth herein above, TRA may also contract with concessionaires or vendors in relation to the sale of souvenirs, apparel and merchandise and other non-edible or non-consumable items, goods, services, equipment and wares at Booked TRA Events.

7.2 Branding. Owner hereby grants TRA, on a non-exclusive basis, Expo Center branding rights during Booked TRA Events and the right to receive all revenues derived therefrom during such Booked TRA Events. Except as otherwise set forth in this Agreement, the holder of the Expo Center branding rights for the Booked TRA Events shall be permitted to display its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith, in all areas of the Expo Center where such product, service or retail right is sold, delivered or

provided. The holder of the Expo Center branding rights for each of the particular Booked TRA Events shall be permitted to identify itself as the "official provider" to TRA's Booked TRA Events of the applicable product, service or retail right. Following each Booked TRA Event, the holder of the Expo Center branding rights for such Booked TRA Event shall, within twenty-four (24) hours after the Booked TRA Event has concluded, remove its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith from all areas of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, TRA's non-exclusive branding rights hereunder shall be subject to any branding rights that Owner's has granted to a third party holder of Expo Center branding rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center branding rights, the agreement between Owner and the third party holder of Expo Center branding rights shall control.**

7.3 Service Rights. Owner hereby grants TRA, on a non-exclusive basis, Expo Center Grounds service rights during Booked TRA Events and the right to receive all revenues derived therefrom. Except as otherwise set forth in this Agreement, the holder of the Expo Center Grounds service rights for the Booked TRA Events shall be permitted to display its service identification, including without limitation, its trade name, trademarks and logos associated therewith, in all areas of the Expo Center where such services are provided. The Expo Center service rights holders for each of the particular Booked TRA Events shall, at the election of TRA, be permitted to identify itself as the "official provider" to the TRA's TRA Events of the applicable service. Following each Booked TRA Event, the holder of the Expo Center service rights for such Booked TRA Events shall, within twenty-four (24) hours after the Booked TRA Event has concluded, remove its service identification, including without limitation, its trade name, trademarks and logos associated therewith from all areas of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, TRA's non-exclusive service rights hereunder shall be subject to any service rights that Owner's has granted to a third party holder of Expo Center service rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center service rights, the agreement between Owner and the third party holder of Expo Center service rights shall control.**

7.4 Media Rights. Owner reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center in relation to the TRA Booked Events. Should Owner grant TRA the privilege of conducting outgoing television and radio broadcast, Owner has the right to require advance payment to Owner of any estimated cost related to such broadcasts. TRA acknowledges and agrees that Owner may also require payment for the privilege of making such broadcasts in addition to the other fees TRA is obligated to pay to Owner. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

7.5 Intellectual Property Rights. TRA assumes all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in TRA's Events at the Expo Center and TRA HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD WILLIAMSON COUNTY, TEXAS, ITS OFFICERS, AGENTS,

AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. Furthermore, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

ARTICLE 8 IMPOSITIONS

8.1 Tax and Assessment Impositions on Licensed Premises. Owner and TRA agree that the Licensed Premises and Owner's fixtures, furniture and equipment ("FF&E") are governmentally owned and should not be subject to taxes and impositions. The Parties agree to reasonably cooperate with each other in order to keep the Licensed Premises and Owner's FF&E free from taxes and impositions.

8.2 Impositions on TRA Owned Personalty. Throughout the License Term, TRA shall pay, or cause to be paid, all taxes and other impositions levied on, or payable with respect to, TRA's FF&E that is owned by TRA or that is used by TRA and is not part of the Licensed Premises. TRA shall pay all such taxes and other impositions directly to the taxing authority or other payee thereof.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 Policies Required by TRA. At all times during the License Term and continuing thereafter until TRA has fulfilled all of its obligations under this Agreement, TRA shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept, and maintained, the following insurance policies:

- (a) **Commercial General Liability Policy.** A commercial general liability insurance policy ("TRA's GL Policy"), no more restrictive than the current standard ISO Commercial Liability occurrence form policy in use in the State of Texas, written on an occurrence basis and limited to the Licensed Premises **and Owner as an additional insured and certificate holder**, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring, in, upon or about the Licensed Premises or resulting from, or in connection with, the use, operation or occupancy of the Expo Center, Licensed Premises and Expo Center Grounds and containing provisions for severability of interests. The TRA's GL Policy shall be primary and noncontributory to any policy the Owner may carry, if any, as to the Licensed Premises on TRA Event Days. The TRA's GL Policy shall provide for (i.) Combined minimum Bodily Injury and Property Damage limits of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate; (ii.) Damages to Rented Premises coverage in the minimum amount of \$100,000; and (iii.) Medical Expenses coverage in the minimum amount of \$5,000.
- (b) **Workers' Compensation Policy.** A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of

Texas for all Persons employed by TRA in connection with the Licensed Premises and employers liability insurance policy (collectively, the "TRA's Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit).

- (c) **Comprehensive Automobile Liability.** A comprehensive automobile liability policy, written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$100,000.00) per occurrence for all automobiles operated or used by TRA on the Licensed Premises ("TRA's Auto Policy"). TRA's Auto Policy shall be (i) on a standard form written to cover all owned, hired and non-owned automobiles, (ii) endorsed to include Owner as an additional insured, (iii) contain cross-liability and severability of interest endorsements and (iv) state that this insurance is primary insurance as regards any other insurance carried by Owner, if any.

9.2 Owner Self-Insured. Owner is a political subdivision of the State of Texas. Since claims against Owner are subject to the liability and damage limitations of the Texas Tort Claims Act, Owner may choose to self-insure rather than to obtain insurance coverage for any residual liability that may result from any lawful claims against it, its officials, employees, or agents in relation to the Licensed Premises.

9.3 Failure to Maintain. If at any time and for any reason TRA fails to provide, maintain, keep in force and effect, or deliver to the Owner proof of any of the insurance required under this Agreement and such failure continues for ten (10) days after notice thereof from the Owner, the Owner may, but shall have no obligation to, procure single interest insurance for such risks covering TRA (or, if no more expensive, the insurance required by this Agreement), and TRA shall, within ten (10) days following Owner's demand and notice, pay and reimburse the Owner.

9.4 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and prior to the expiration of any policy required hereunder previously obtained, TRA shall deliver to Owner evidence showing that such insurance is in full force and effect. Such evidence shall include certificates of insurance issued by a responsible officer of the issuer of such policies, or in the alternative, a responsible officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon. By no later than (i) thirty (30) days after the effective date of any insurance policy required under this Agreement, TRA shall provide Owner with reasonable evidence that premiums have either been paid or are payable in installments and (ii) one hundred twenty (120) days after the effective date of any insurance policy required under this Agreement, TRA shall provide Owner with a copy of such insurance policy.

9.5 Additional Policy Requirements.

- (a) All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have an A. M. Best Company, Inc. rating of "B++" or better.
- (b) Each and every insurance policy required to be carried hereunder by or on behalf of TRA shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the Owner shall have received written notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to Owner not less than ninety (90) days (or the maximum period of days permitted under applicable law, if less than ninety (90) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to Owner on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.

9.6 TRA's Agreement to Indemnify. TRA SHALL, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, DEFEND, PROTECT, INDEMNIFY AND HOLD OWNER AND ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, SUITS, CLAIMS AND JUDGMENTS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), ARISING FROM OR IN CONNECTION WITH ANY INJURY TO OR DEATH OF A THIRD PERSON OR ANY DAMAGE TO PROPERTY (INCLUDING LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH (I) TRA'S USE OR OCCUPANCY OF THE EXPO CENTER, LICENSED PREMISES, EXPO CENTER GROUNDS, OR (II) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF (A) TRA OR (B) TRA'S CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INVITEES, OR VOLUNTEERS.

9.7 TRA's Exclusions. Notwithstanding the provisions of TRA's indemnity above, TRA shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any *injury* to or death of a person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Owner or its employees, officers, directors, contractors, agents, volunteers or invitees.

9.8 Owner's Exclusions. Owner shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of TRA, or its affiliates, employees, officers, directors, contractors, agents, invitees or volunteers.

9.9 No Third-Party Beneficiary. The provisions of this section are solely for the benefit of

Owner and TRA and are not intended to create or grant any rights, contractual or otherwise, to any other person.

9.10 Conduct of Claims. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, Owner may claim indemnification hereunder and shall give written notice of such matter to TRA. TRA shall diligently defend any such action, claim or liability, and subject to TRA's compliance with its indemnification obligations, Owner shall, at TRA's expense, cooperate fully with TRA and its legal representatives in the investigation and defense of any claim covered by this Agreement. TRA shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that TRA shall promptly notify Owner of all developments in the matter. In no event shall TRA compromise or settle any such matter without the prior consent of Owner, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. Owner shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own expense. If the TRA fails to promptly act to protect the interests of the Owner after having been notified of a claim, Owner may, at TRA's expense, take action in its own defense.

9.11 Survival. The indemnities contained in this Agreement shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to or as of the expiration or earlier termination of this Agreement.

ARTICLE 10 OWNERSHIP OF LICENSED PREMISES; ACCESS

10.1 Title to the Licensed Premises.

10.1.1 Ownership. Fee title to the Licensed Premises shall be and remain in the Owner. Each Party's FF&E and other personal property placed or used in the operation of the Licensed Premises, by or on behalf of such Party throughout the License Term shall be and remain the property of such Party at all times and shall not be considered part of the Licensed Premises, except for alterations, additions, and improvements that are permanently attached to the Licensed Premises and made by TRA (excepting TRA's movable FF&E) shall become and remain the property of Owner on the termination or expiration of this Agreement.

10.1.2 Sale or Disposal of Equipment or Other Personal Property. Owner shall have the right at any time and from time to time, to sell or dispose of any physically obsolete or functionally obsolete equipment, fixtures, machinery, furniture, furnishings and other personal property that Owner owns and that constitutes a part of the Licensed Premises (collectively, "Personalty") and then choose whether or not replace such Personalty.

10.2 Access to the Licensed Premises by Owner. Owner shall be entitled to uninterrupted access to the Licensed Premises at all times during the License Term.

ARTICLE 11 CASUALTY DAMAGE

11.1 Damage or Destruction. If, at any time during the License Term, there is any casualty to

the Licensed Premises or any part thereof, then Owner shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to persons or property and remediate any hazard, and promptly thereafter, notify TRA in writing of the estimated time to remedy such casualty and restore the Licensed Premises to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) Owner shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to reasonable delays) to repair, restore, replace or rebuild the Licensed Premises as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction, subject to the terms of this Agreement. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other property pending the completion of any such work, remediation of hazards and restoration of the Licensed Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Agreement as the "Casualty Repair Work."

11.2 Option to Terminate. In the event that Substantially All of the Improvements are damaged or destroyed by a casualty, TRA or Owner may, at its option (exercised with reasonable promptness in the circumstances) terminate this Agreement. For the purposes of this section, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such casualty causes an untenable condition to exist, or be reasonably expected to exist, for more than six (6) months from the date of the casualty. The determination of whether the Licensed Premises can be rebuilt, repaired and/or reconfigured in order to remedy such untenable condition within such six (6) month period shall be made within sixty (60) days of the date of the casualty by an independent architect selected by Owner.

ARTICLE 12 ASSIGNMENT; SUBLETTING

12.1 Assignments of TRA's Interest; Subleasing. TRA may not (and TRA agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Agreement, any interest under this Agreement or the Licensed Premises (each, a "Transfer"), without first obtaining the written consent of Owner. For purposes of this Agreement, the term "Transfer" shall not include, and Owner's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or lien in or on any of TRA's equipment, personal property or general intangibles that are not part of the Licensed Premises. The term "Transfer" shall not include or mean (a) a space lease (as described below) at a specific Booked TRA Event and provided such space lease is subject and subordinate to this Agreement; (b) any assignment, transfer, mortgage, pledge or encumbrance of any of the TRA's receivables, accounts or revenue streams from use of the Licensed Premises provided the same is subject and subordinate to this Agreement; and (c) any issuance or transfer of any securities, interests or membership having ordinary voting power for the election of directors.

12.2 Space Leases. TRA shall have the right to enter into space leases and engage such third party vendors and contractors and enter into such other agreements or arrangements with other persons as TRA deems necessary, advisable or desirable to fully enjoy and exploit its rights as to the Licensed Premises on Booked TRA Event Days, *provided* that each such space lease shall be

subject and subordinate to this Agreement and to the rights of Owner hereunder. Notwithstanding any such subletting, TRA shall at all times remain liable for the performance of all of the covenants and agreements under this Agreement on TRA's part to be so performed.

ARTICLE 13 DEFAULTS AND REMEDIES

13.1 Events of Default.

13.1.1 TRA Default. The occurrence of any of the following shall be an "Event of Default" by TRA or a "TRA Default":

- (a) The failure to pay any of its monetary obligations to Owner, if any, under this Agreement when due and payable if such failure continues for ten (10) days after Owner gives notice to TRA that such amount was not paid when due;
- (b) The failure of TRA to perform each and every covenant and agreement of TRA with respect to insurance policies and coverages to be maintained by TRA pursuant to and in accordance with the terms of this Agreement;
- (c) Any material representation or warranty confirmed or made in this Agreement by TRA or in any certificate required to be delivered by TRA pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Owner gives notice to TRA of such failure;
- (d) The (i) filing of a voluntary petition in bankruptcy; (ii) adjudication of TRA as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of TRA under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors; rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (iv) appointment of a receiver, trustee or other similar official of TRA or its property; or
- (e) The failure of TRA to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on TRA's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c), or (d) above).

13.1.2 Owner Default. The occurrence of any of the following shall be an "Event of Default" by Owner or an "Owner Default":

- (a) The failure to pay any of its monetary obligations to TRA, if any, under this Agreement when due and payable if such failure continues for ten (10) days after TRA gives notice to Owner that such amount was not paid when due;
- (b) Any material representation or warranty confirmed or made in this Agreement by Owner or in any certificate required to be delivered by Owner pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after TRA gives notice to Owner of such failure; or
- (c) The failure of Owner to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on Owner's part to be kept, performed or observed (other than those referred to in clauses (a) and (b)).

above).

13.2 Owner's Remedies for TRA Default. Upon the occurrence of any TRA Default, Owner may, in its sole discretion, pursue any one or more of the following remedies:

- (a) Deliver written notice of the TRA Default to TRA. The notice must specify the nature of the TRA Default and inform TRA that unless the TRA Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If TRA begins a good faith attempt to cure the TRA Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by Owner, so long as TRA continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the TRA Default. If, in the opinion of Owner, TRA does not cure the default within thirty (30) days or otherwise fails to make any diligent attempt to correct the TRA Default, Owner may terminate this Agreement. Owner shall not be obligated to issue this notice and grant TRA an opportunity to cure. Owner may elect to exercise any remedy under this section.
- (b) Owner may terminate this Agreement without notice or an opportunity to cure, and upon such termination, Owner may forthwith reenter and repossess the Licensed Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of the following (i) the reasonable and necessary cost of recovering the Licensed Premises, (ii) the reasonable and necessary cost of removing and storing TRA's property, and (iii) any other sum of money or damages owed by TRA to Owner. In the event Owner shall elect to terminate this Agreement, Owner shall at once have all the rights of reentry upon the Licensed Premises, without becoming liable for damages or guilty of trespass.
- (c) Owner may enter upon the Licensed Premises and do whatever TRA is obligated to do under the terms of this Agreement; and TRA agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with TRA's obligations under this Agreement, and TRA further agrees that Owner shall not be liable for any damages resulting to TRA from such action. No action taken by Owner under this section shall relieve TRA from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.
- (d) Owner may exercise any and all other remedies available to Owner under this Agreement, at law or in equity.

13.3 TRA's Remedies for Owner Default. Upon the occurrence of any Owner Default, TRA may, at its sole discretion, have the option to pursue any one or more of the following remedies:

- (a) Deliver written notice of the Owner Default to Owner. The notice must specify the nature of the Owner Default and inform Owner that unless the Owner Default is cured within sixty (60) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If Owner begins a good faith

attempt to cure the Owner Default within sixty (60) days, then and in that instance, the sixty (60) day period may be extended by TRA, so long as Owner continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Owner Default. If, in the opinion of TRA, Owner does not cure the default within sixty (60) days or otherwise fails to make any diligent attempt to correct the Owner Default, TRA may terminate this Agreement. TRA shall not be obligated to issue this notice and grant Owner an opportunity to cure. TRA may elect to exercise any remedy under this section.

- (b) TRA may terminate this Agreement without notice or an opportunity to cure, and upon such termination, TRA may forthwith repossess TRA's property.
- (c) TRA may exercise any and all other remedies available to TRA under this Agreement, at law or in equity, but subject to any limitations thereon set forth in this Agreement.

13.4 Cumulative Remedies. Subject to the provisions of this article and any express provisions of this Agreement to the contrary, each right or remedy of Owner and TRA provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of Owner or TRA provided for in this Agreement, and the exercise or the beginning of the exercise by Owner or TRA of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by Owner or TRA of any or all other rights or remedies provided for in this Agreement or hereafter existing at law or in equity, by statute or otherwise.

13.5 Indirect Damages. In no event shall either party be liable to the other party under any provision of this Agreement for lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages, in contract, tort or otherwise, whether or not caused by or resulting from such Party's own, sole or concurrent negligence or the negligence of its affiliates or related parties, including claims of the other party arising out of third party claims.

13.6 Declaratory or Injunctive Relief. In addition to the remedies set forth in this article, the Parties shall be entitled, in any circumstances they may deem appropriate, without the necessity of proving irreparable harm, balance of claims, consideration of the public interest, establishing that monetary damages are inadequate or the posting of a bond, to seek (i) injunctive relief, whether prohibiting or mandating, action by the other Party for any Event of Default of the other Party or as otherwise expressly provided herein or (ii) declaratory relief with respect to any matter under this Agreement. Each of the Parties hereby agrees and irrevocably stipulates that the rights of each Party to injunctive relief pursuant to this Agreement, including this section, shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Party to which any such injunctive relief applies.

13.7 No Waivers. No failure or delay of any Party, in anyone or more instances, (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or

discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

13.8 Court Proceedings. Subject to the agreement of the Parties contained in this Agreement regarding alternative procedures for dispute resolution, any suit, action or proceeding against any Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any state court located in the City of Georgetown, Williamson County, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any state court located in the City of Georgetown, Williamson County, Texas, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a state court located in the City of Georgetown, Williamson County, Texas. 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.

13.9 Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for such default, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs related thereto. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment.

ARTICLE 14 INTENTIONALLY DELETED

ARTICLE 15 DISPUTE RESOLUTION

15.1 Mediation. Except as otherwise specifically set forth herein, Owner and TRA shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction.

15.2 Arbitration. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a default thereof shall be decided by any arbitration proceeding.

15.3 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Williamson County, Texas.

ARTICLE 16 TIME, DELAY, APPROVALS AND CONSENTS

16.1 Time. Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence in such instrument. All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Owner Observed Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is a Business Day.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Relationship of the Parties. The relationship of TRA and Owner under this Agreement is that of independent parties, each acting in its own best interests and notwithstanding anything in this Agreement, no partnership, joint venture or other business relationship is established or intended hereby between TRA and Owner.

17.2 Representations of Owner and TRA.

17.2.1 Power and Authority. Each individual executing and delivering this Agreement on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

17.2.2 TRA's Representations. As an inducement to Owner to enter into this Agreement, TRA hereby represents and warrants to Owner, as of the Effective Date, as follows:

- (a) TRA is a Texas not-for-profit corporation, duly organized and validly existing under the laws of the State of Texas, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. TRA is in good standing with the Texas Secretary of State and Texas Comptroller; and qualified to do business in Texas.
- (b) All proceedings required to be taken by or on behalf of TRA to authorize TRA to execute and deliver this Agreement and to perform the covenants, obligations and agreements of TRA hereunder have been duly taken. No consent to the execution and delivery of this Agreement by TRA or the performance by TRA

of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, other than any such consent which already has been given.

- (c) To the best knowledge of TRA, there is no action, suit, claim, proceeding or investigation pending or currently threatened against TRA that questions the validity of this Agreement or the transactions contemplated herein.

17.2.3 Owner's Representations. As an inducement to TRA to enter into this Agreement, Owner represents and warrants to TRA, as of the Effective Date, as follows:

- (a) Owner is a political subdivision of the State of Texas.
- (b) All proceedings required to be taken by or on behalf of Owner to authorize Owner to execute and deliver this Agreement and to perform the covenants, obligations and agreements of Owner hereunder have been duly taken.
- (c) To the best knowledge of Owner, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Owner that questions the validity of this Agreement or the transactions contemplated herein.

17.3 Equal Opportunity in Employment. The Parties to this Agreement agree that during this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

17.4 Force Majeure. If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said Party, the other Party shall grant such Party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party.

17.5 Notice. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party's representative, as designated under this Agreement, and shall be given in writing to such Party's representative at the address set forth herein for the Party's representative or at such other address as such Party shall designate by written notice to the other Party to this Agreement and may be (i) sent by registered or certified U.S. Mail, return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice hereunder must be given, by delivering to the other Party five (5) days notice thereof setting forth a single address for each such additional addressee; *provided, however*, that no Party hereto shall have the right to designate more than two (2) such additional addressees.

17.6 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

17.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17.9 Court Operations, Official Duties of Office and Health and Safety Powers. TRA agrees that Owner and its elected officials retain control and supervision of their respective elected offices, and TRA understands and agrees that this Agreement is not intended, nor shall it be construed, to interfere with court operations, official duties of office, and/or the health and safety powers of county government. Any rights granted to TRA are subject to the lawful exercise of elected officials' duties of office and the Owner's health and safety powers in order for this Agreement to comply with the Texas Constitution.

17.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

17.11 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

17.12 Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

17.13 Prior Agreement(s). TRA and Owner entered hereby agree that, upon the Execution Date, all prior agreements between the Parties, whether written or oral, including, but not limited to the Joint Development – Management Agreement executed by the Parties on or about April 6, 2004 and any prior amendments to the Agreement, shall be terminated and be of no further force or effect.

17.14 Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties hereto and thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof, may not be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date of that last Party's execution below ("Execution Date").

TRA:

Taylor Rodeo Association, Inc.

By: Tim Sims

Printed Name: Tim Sims

Representative Capacity: President TRA

Date: 2 - 11, 2025

TRA Representative Name and Address:

Tim Sims
2143 E FM 696
Lexington Tx 78947

OWNER:

Williamson County, Texas

By: _____

Printed Name: _____

Representative Capacity: As Presiding Officer of the Williamson County Commissioners Court

Date: _____, 2025

EXHIBIT “A”

TRA’S ASSETS

1. All Stock Panels;
2. The Expo Center main arena dirt that exists in the arena as of the Execution Date;
3. Band Stage;
4. Concession Stand;
5. Electrical Room;
6. Panels and Chutes; and
7. Walk-In Cooler.

TRA hereby agrees that TRA’s Office Building and any of TRA’s personal property and assets that were on the Licensed Premises as of the Effective Date of the Agreement and that are not listed and described in this Exhibit “A” shall remain the property of TRA and have been removed by TRA, at its sole cost and expense, from the Licensed Premises prior to the Execution Date.

Commissioners Court - Regular Session**55.****Meeting Date:** 02/25/2025

Approval of Amendment to add additional services for the Parks Department alarm system for Parks Department

Submitted For: Joy Simonton**Submitted By:** Theresa Gross, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Amendment adding additional services to the Parks Department alarm system previously approved on June 2, 2020, under agenda item #18, a total cost of \$174.00 for equipment and installation, with \$40.00 per month recurring, and authorizing the execution of the additional services.

Background

The Amendment is for the newly installed cell communicator, including hardware and monthly maintenance, to send signals to Everon's monitoring centers for the Parks Department ADT now Everon Alarm System for a total cost of \$174.00 (\$87.00 per location) with \$40.00 (\$20.00 per location) per month recurring. Funding Source: 01.0100.3103.004510 and 01.0100.3105.004510. Department Contact: Esmud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment

Contract

TEC 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Theresa Gross

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 01:42 PM

02/19/2025 04:37 PM

Started On: 02/07/2025 11:25 AM



Branch:	66923	Sales Representative:	Jordan Blake	Today's Date:	1/8/2025
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Customer Information			
Business Name:	WILLIAMSON COUNTY PARKS	Phone:	(512)943-1920
Address:	219 PERRY MAYFIELD LEANDER, TX 786411689	Billing Address:	219 PERRY MAYFIELD LEANDER, TX 786411689
Customer No:	952314680	Sales Agreement No:	892034505

This Rider is subject to and upon execution shall become part of the master agreement ("Agreement") between Everon, LLC ("Everon")¹ and the Customer listed above for the Products and/or Services described below. All capitalized terms not defined herein have the meaning defined in the Agreement.

¹ Everon is registered to do business as Everon Solutions, LLC in Alaska, Delaware, Illinois, Indiana, Pennsylvania, and Vermont

Total Products and Installation Charge: \$174.00

Customer hereby agrees to pay Everon, its agents or assigns on a progressive basis as follows:

- The remaining balance of \$174.00.

In each case, payments shall be subject to the agreed payment terms described in the Agreement.

Recurring Service Charges: \$40.00 per month

Customer agrees to pay the Recurring Services Charges shown above, plus applicable taxes and surcharges as set forth in the Agreement, for the usage of any Everon-owned equipment and any Recurring Services selected. Customer has made an advance payment of Recurring Services Charges in the amount of \$0.00 at the time of sale.

Site Location Information			
Location Name:	WILLIAMSON CO PARKS		
Address:	404 BORHO LEANDER, TX 78641	Phone:	(512)943-1920
Site #	950238944		

System Design Information			
System Design Name:	Maintenance - Cell Communication	Job #:	
Equipment Ownership:	Outright Sale		
Products and/or Installation Schedule of Values:	Bill Upon Completion: Total Contract Value at Final Acceptance		

Services	
Maintenance - Cell Communication	
Signaling	AlarmNet GSM PrimaryCell

Equipment List	
Summary of Charges	
Equipment & Installation Total	\$87.00

Monthly Fee	\$20.00
Scope Of Work	
Everon is to register, test, and certify the intrusion alarm system that will now be using the newly installed cell communicator to send signals to Everon's monitoring centers.	
The recurring monthly fee includes the cell communication fee.	

Site Location Information			
Location Name:	WILLIAMSON COUNTY-ADMIN BUILDING		
Address:	219 PERRY MAYFIELD		
	LEANDER, TX 786411689	Phone:	(512)943-1920
Site #	950455378		

System Design Information			
System Design Name:	Admin - Cell Communication	Job #:	
Equipment Ownership:	Outright Sale		
Products and/or Installation Schedule of Values:	Bill Upon Completion: Total Contract Value at Final Acceptance		

Services	
Admin - Cell Communication	
Monitoring	Existing Monitoring
Signaling	AlarmNet GSM PrimaryCell

Equipment List	
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Summary of Charges	
Equipment & Installation Total	\$87.00
Monthly Fee	\$20.00

Scope Of Work	
Everon is to register, test, and certify the intrusion alarm system that will now be using the newly installed cell communicator to send signals to Everon's monitoring centers.	
The recurring monthly fee includes the cell communication fee.	

Signatures	
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IN WITNESS HEREOF, Customer and Everon have caused this Agreement to be executed by their duly authorized representatives below.

Customer Signature

Everon Authorized Manager



Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	5/13/2020
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Customer Information			
Business Name:	WILLIAMSON COUNTY PARKS	Phone:	(512)943-1920
Address:	219 PERRY MAYFIELD LEANDER, TX 786411689	Billing Address:	219 PERRY MAYFIELD LEANDER, TX 786411689

Investment Summary	
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Total Equipment and Installation Charge: \$0.00

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$0.00 to be paid upon completion of the installation and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

Recurring Service Charges: \$50.00 per month

In addition to the Equipment Charges, Customer agrees to pay the Recurring Service Charges shown above, plus applicable taxes (collectively, the "Service Charges") for the usage of any ADT Owned Equipment and any other recurring services selected, such Service Charges to be paid Monthly, in advance. Customer has made an advance payment of Service Charges in the amount of \$0.00 at the time of sale.

Licenses and Permit Charge: \$0.00

Customer agrees to pay the total Licenses and Permit Charge shown above (collectively, the "License and Permit Charge"). Customer shall pay \$0.00 at the time of sale.

Term Length: 60 Months

Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

Site Location Information			
Location Name:	WILLIAMSON CO PARKS		
Address:	404 BORHO LEANDER, TX 78641		
Site #:	950238944	Phone:	(512)943-1920

System Design Information			
System Design Name:	WILCO BORHO	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services			
WILCO BORHO			
Extended Service Plan	Extended Service Plan: Monthly Extended Service Plan Charge (Existing Equipment): 10		
Monitoring	ADDL AREAS: 1		
	Burglary		
	Duress		
Signaling	Alarm Communication by Conventional Telephone: Primary		
Equipment List			
Quantity	Description		
		Equipment & Installation Total	\$0.00
		Estimated Taxes	\$0.00
		Monthly Fee	\$25.00
Scope Of Work			
Inclusions/Exclusions			

Site Location Information			
Location Name:	WILLIAMSON COUNTY-ADMIN BUILDING		
Address:	219 PERRY MAYFIELD		
	LEANDER, TX 786411689		
Site #:	950455378	Phone:	(512)943-1920

System Design Information			
System Design Name:	WILCO PERRY MAYFIELD	Job #:	
Equipment Ownership:	Customer Owned		
Warranty Period:	90 Days		
Extended Service Plan:	Included In Rate		

Services			
WILCO PERRY MAYFIELD			
Extended Service Plan	Extended Service Plan: Monthly Extended Service Plan Charge (Existing Equipment): 10		
Monitoring	ADDL AREAS: 1		
	Burglary		
	Panic (Audible)		
Signaling	Alarm Communication by Conventional Telephone: Primary		
Equipment List			
Quantity	Description		

Equipment & Installation Total	\$0.00
Estimated Taxes	\$0.00
Monthly Fee	\$25.00

Scope Of Work

Inclusions/Exclusions

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Appendix 1: Warranty | <input checked="" type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions |
| <input checked="" type="checkbox"/> Appendix 2: General Terms and Conditions | <input checked="" type="checkbox"/> Appendix 7: Monitoring Agreement |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions | <input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement | <input type="checkbox"/> Appendix 10: Special Provisions |

Master Agreement

☒ Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

☐ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 90 Days.

Installations. ADT warrants installation of equipment for a period of 90 Days beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 90 Days beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects; and/or
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed upon the completion of all Services performed.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer upon completion of all Services performed.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the later of installation (or delivery to Customer if the equipment is not to be installed) and payment in full as set forth in Section 3 hereof. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Duration of Agreement. Duration of Agreement. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party.

12. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

13. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

14. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

15. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

16. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

17. Limitation of Liability. For box sales and test and inspect services, notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

18. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

19. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

20. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

21. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

22. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

23. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

24. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

25. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

26. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

27. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

28. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

29. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

30. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

31. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices

32. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if

delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

33. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

34. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

35. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason

36. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

APPENDIX 6 – RECURRING SERVICES TERMS AND CONDITIONS

In addition to the terms and conditions set forth in Appendix 2, this Appendix contains terms and conditions applicable to recurring services provided by ADT to Customer other than the services set forth in Appendices 7, 8 and/or 9. If the event of any conflict between Appendix 2 and this Appendix 6, the terms of this Appendix 6 shall prevail. This Appendix 6 does not apply to monitoring services and/or hosted services (see, if attached, Appendices 7, 8 and/or 9). Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to recurring services.

1. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Customer has selected.

2. Auto Renew. Upon the expiration of the Initial Term, all selected recurring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Customer may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to any of the selected recurring services.

3. Pricing Change. ADT may increase the charges for the recurring services after the first year of the Initial Term (but no more than once in any twelve (12) month period) by giving Customer thirty (30) days prior written notice.

4. Early Termination. In the event that the Customer terminates a recurring service during the Initial Term or during a Renewal Term, Customer shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such recurring service. Customer acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

APPENDIX 7 – MONITORING

This Appendix shall be the exclusive terms and conditions applicable to monitoring services provided by ADT to Customer (referred to in this Appendix 7 as "Subscriber"). Appendices 2 and 3 do not apply to any such monitoring services, even if attached to the Proposal. Any terms and conditions set forth in a Master Agreement (or similar document) between the parties do not apply to monitoring services.

1. Scope of Agreement. ADT will provide (or cause to be provided) the alarm monitoring and notification services specified on the Proposal for the security alarm system at the location(s) shown in the Proposal. References in this Appendix 7 to ADT shall mean, as the case may be, ADT or the company retained by ADT to provide the alarm monitoring and monitoring services set forth herein.

2. Service to be Provided. The alarm monitoring and notification services to be provided shall be provided on a continuing twenty-four (24) hour basis seven (7) days a week. The monitoring and notification services shall consist of the receipt of signals from Subscriber's security alarm system and providing notification to Subscriber's designees as specified in this Appendix in the event of an alarm. The services shall be via cable, telephone lines, internet protocol, and/or radio/cellular.

3. Term. The initial term of this Appendix shall be for Sixty (60) Months (the "Initial Term"). The Initial Term shall begin on the date all equipment is installed and is operational, and when any necessary communications connection is completed. NOTE: Payment of all charges for installation and equipment is a precondition to the activation of the equipment and any recurring services the Subscriber has selected.

4. Auto Renew. Upon the expiration of the Initial Term, all monitoring services shall automatically renew for successive terms of one (1) year each (each, a "Renewal Term"); provided that the Subscriber may, by providing written notice to ADT no less than thirty (30) (and no more than sixty (60)) days prior to the date of such auto renewal, cancel such auto renewal with respect to monitoring services.

5. Pricing Change. ADT may increase the monitoring charges (for any or all locations covered by this Agreement) after the first year of the Initial Term for each such location (but no more than once in any twelve (12) month period) by giving Subscriber thirty (30) days prior written notice.

6. Early Termination. In the event that the Subscriber terminates any monitoring services during the Initial Term or during a Renewal Term, Subscriber shall pay to ADT, in addition to all other charges due prior to termination, the charges remaining to be paid for the unexpired portion of the Initial Term or Renewal Term (as the case may be) for such monitoring services. Subscriber acknowledges and agrees that this amount is an agreed upon early termination charge in the nature of liquidated damages, and is not a penalty.

7. Notification Services; Information Required from Subscriber. a) The Subscriber shall furnish to ADT and supplement and update Exhibit B, including a complete and accurate list of names and telephone numbers of all persons to be contacted by ADT in the event of an alarm (the "Call List"). ADT shall be entitled

to rely in full upon all information in the most recent signed and dated Call List received from Subscriber, regardless of any earlier or later Call List or other information provided. In order to modify the Call List, Subscriber shall complete, sign, date, and submit to the ADT a new Call List. ADT will not rely on any unsigned Call List or any alarm monitoring information not contained on a signed, dated Call List. Additional fees apply for the following services: any changes to the Call List, system code changes and any special reports requested by Subscriber.

b) Upon receipt of an alarm signal from Subscriber, ADT shall promptly notify the person(s) or entity(ies) identified on the Call List. Notification of Police (PD), Fire (FD), the alarm location (LOC), Guard Service (FR), and/or Subscriber's designated Responsible Party(ies) shall proceed in the order indicated on the Call List. Where "RP" is designated, ADT shall call the Responsible Parties identified on the Call List, proceeding in the order listed until a Responsible Party responds with the correct Pass Code. If no Responsible Party answers, the "RP" notification shall be deemed complete when ADT has called each phone number listed on the Call List. It is expressly agreed that ADT is entitled to rely on any direction provided by a Responsible Party who provides a correct Pass Code, including a direction to discontinue further notifications. ADT shall be deemed to have fully discharged any duty to the Subscriber under the Agreement when it has completed all notifications indicated in the Codes and Procedures. All notifications shall be by telephone using the phone number(s) listed unless otherwise indicated on the Call List. Local governmental regulations and industry standards designed to reduce false alarms may result in conditions or restrictions on the dispatch of emergency response providers in response to an alarm, and such conditions or restrictions may result in delays of notification of authorities or require that additional measures be taken to verify the alarm before dispatch. We do not guarantee that such additional measures will be successful or that emergency response providers will be dispatched should an alarm occur.

8. Subscriber's Alarm Equipment. The Subscriber shall be solely responsible for the testing of all alarm equipment utilized on the Subscriber's premises and agrees that such equipment shall be maintained, operated, and tested regularly and in accordance with the manufacturer's recommendations. ADT's obligations under the Agreement exclude any testing, operation, or maintenance of Subscriber's equipment or systems. The Subscriber shall not maintain or use any devices that interfere with the effectiveness and/or functioning of the alarm system. Under no circumstances shall ADT be responsible or liable for the performance of any alarm equipment on the Subscriber's premises.

9. Limitation of Services. The services described herein are only deterrents and notifications. ADT does not guarantee that such deterrents will prevent theft, loss or damage. The Subscriber acknowledges that no representations have been made concerning the services to be rendered other than as specified in the Agreement. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ADT MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SYSTEM, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ADT NEITHER REPRESENTS NOR WARRANTS: THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; THAT THE SYSTEM WAS DESIGNED TO OR WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE, PHYSICAL INJURY, MEDICAL CONDITION OR ILLNESS, OR OTHERWISE; OR THAT THE SYSTEM WILL PROVIDE THE DETECTION OR RESPONSE FOR WHICH IT IS INTENDED. SUBSCRIBER AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY ADT SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; SUBSCRIBER REPRESENTS THAT SUBSCRIBER HAS NOT RELIED ON ANY STATEMENT, REPRESENTATION, ACTION, OR OTHER CONDUCT BY ADT IN ELECTING TO ENTER INTO THIS AGREEMENT OR THAT, ABSENT SUCH REPRESENTATION, SUBSCRIBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. THIS AGREEMENT GIVES SUBSCRIBER SPECIFIC LEGAL RIGHTS, AND SUBSCRIBER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

10. Notification of Authorities. Upon receipt of an alarm signal from Subscriber, ADT shall notify persons and entities specified on the Call List, and further may, but shall have no obligation to, notify police, fire, or other authorities not listed on Call List. Subscriber shall promptly pay any costs, fees, fines or charges by any government or emergency response entity, including "false alarm" or similar, in connection with any notification of an alarm regardless of whether such government/entity is specified in the Codes and Procedures or the Call List. ADT may invoice Subscriber for such costs, fees, fines or charges. Certain cities have policies that require alarm verification prior to dispatching emergency services. Subscriber is to inquire with the applicable municipality about any such verification requirements and what steps, if any, must be taken in the event of an alarm. **NOTE:** In jurisdictions where required, a Direct Connection to the Municipal Police, Fire Department or other Agency shown shall be provided. In addition, certain states require alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Subscriber understands and agrees that signals transmitted hereunder will be monitored in Municipal Police and/or Fire Departments or other locations and that the personnel of such Municipal Police and/or Fire Departments or other locations are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. In certain states, Subscribers using the protected premise to store firearms or ammunition and which hold a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT.

11. Payments. Upon entering into the Agreement, Subscriber shall pay the amounts set forth in the Proposal for setup of the monitored alarm account, alarm monitoring fees (billable in advance), and any permit fees specified on Exhibit A. Subscriber shall be responsible for and shall reimburse ADT for all taxes, permits, fees, and fines, arising out of the monitoring services, including but not limited to (i) any costs, fees, fines or charges referenced in Section 10 hereof and (ii) any permit fees set forth on Exhibit A hereof, and/or (iii) any taxes imposed by any governmental agency.

12. Communications Media: Limitations. Subscriber recognizes that the alarm signals and communications contemplated under this Appendix are transmitted over telephone or other cable lines, internet protocol, or by radio/cellular, and the maintenance and performance of such lines, networks, or radio/cellular systems are beyond the control of ADT. Under no circumstances shall ADT be responsible or liable for any failure of performance or malfunction due to ineffective transmission through lines under the control of third parties, including but not limited to telephone companies, cable companies, other utilities, or due to malfunctioning radio systems.

13. Waiver of Consequential Damages; Limitation of Liability. IN NO EVENT WILL ADT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. SUBSCRIBER AGREES TO FILE ANY LAWSUIT OR OTHER ACTION SUBSCRIBER MAY HAVE AGAINST ADT OR ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES WITHIN ONE (1) YEAR FROM THE DATE OF THE EVENT THAT CAUSED THE CLAIM, LOSS, DAMAGE OR LIABILITY. THE LIMITATION OF LIABILITY AS HEREIN SET FORTH IS KNOWINGLY FIXED BY THE PARTIES HERETO AS LIQUIDATED DAMAGE AND NOT AS A PENALTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SERVICES PROVIDED UNDER THIS APPENDIX ARE SOLELY FOR SUBSCRIBER'S CONVENIENCE, AND ADT IS NOT AN INSURER OF SUBSCRIBER'S SECURITY OR ALARM SYSTEMS OR OF ANY FAILURE TO REPORT AN ALARM. SUBSCRIBER SHALL SEPARATELY OBTAIN ANY INSURANCE IT MAY DESIRE AGAINST SUCH RISKS. THE PRICING CONTEMPLATED IN THE AGREEMENT IS BASED ON ADT'S COST OF PROVIDING THE SERVICES AND DOES NOT TAKE INTO ACCOUNT ANY ASSUMPTION OF RISK OR RESPONSIBILITY BEYOND THE LIMITATIONS AGREED HEREIN. THE AGREED PRICING IS NOT SUFFICIENT TO WARRANT THE ASSUMPTION OF ANY RISK OF CONSEQUENTIAL OR OTHER DAMAGES TO THE SUBSCRIBER DUE TO ANY FAILURE TO PERFORM, FAILURE OF ANY EQUIPMENT OR SYSTEMS, FAILURE OF ANY ALARM TO BE RECEIVED BY ADT FROM THE SUBSCRIBER, OR BECAUSE OF ANY DELAY IN OR FAILURE OF ADT TO DISPATCH PUBLIC AUTHORITIES, FIRE, POLICE, OR OTHERS TO INVESTIGATE OR RESPOND TO AN ALARM. SUBSCRIBER SPECIFICALLY AGREES THAT ADT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF ANY ACTUAL OR ALLEGED FAILURE TO DETECT, REPORT, PREVENT, OR MITIGATE ANY EVENT WHICH HAS, MAY, OR SHOULD RESULT IN AN ALARM. ADT'S LIABILITY UNDER THIS APPENDIX, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO ADT UNDER THE AGREEMENT. THIS SUM SHALL BE SUBSCRIBER'S EXCLUSIVE REMEDY AND THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL LOSS, DAMAGE, INJURY OR DEATH, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTING DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM THE PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FROM THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADT, ADT'S ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IN THE EVENT OF ANY EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY

REASON WHATSOEVER, ALL OF THE PROVISIONS, LIMITATIONS AND DISCLAIMERS HEREIN RELATING TO ADT LIABILITIES SHALL SURVIVE SUCH EXPIRATION OR EARLY TERMINATION. IF SUBSCRIBER WISHES ADT TO ASSUME A GREATER DOLLAR LIABILITY THAN PROVIDED FOR IN THIS AGREEMENT, SUBSCRIBER MAY OBTAIN FROM ADT A HIGHER LIMIT BY PAYING A HIGHER MONITORING CHARGE TO ADT. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT, SETTING FORTH SUCH HIGHER LIMIT AND ADDITIONAL COST, BUT SUCH RIDER SHALL IN NO WAY BE INTERPRETED TO HOLD ADT LIABILITY IN EXCESS OF SUCH PROVISIONS.

14. Events Beyond ADT's Control. Communication lines, cable, telephone lines, internet connections/protocols, radio/cellular systems or equipment and instruments used by ADT in the performance of its services may be destroyed or substantially damaged by fire or other catastrophes and ADT may be unable to secure or retain connections or privileges necessary for the transmission of signals between or among the alarm location, the ADT's facilities, any central monitoring station, Call List designees, police or fire dispatch centers having jurisdiction over the alarms, or other parties, all of which events are beyond ADT's control. ADT shall have no liability for events beyond its control. Should conditions beyond ADT's control, including but not limited to strike, flood, riot, fire, explosion, war, conflict, line damage, antenna failure, communications network failure, or other causes beyond the reasonable control of the ADT, hinder or prevent the performance of ADT's services, then ADT (upon learning of the issue) will notify the Subscriber as soon as is reasonably practical of the nature and extent thereof and the approximate anticipated duration. Upon such notification either party shall have the following options: (a) to proceed under this Appendix; or (b) to terminate this Agreement. If the Agreement is terminated, the Subscriber shall pay to ADT all fees and charges through the date of termination and the ADT shall refund any prepaid amount through the date of termination, less any equipment charges still due for ADT owned equipment. Upon such payment, the contractual relationship between the parties shall terminate.

15. Indemnity. SUBSCRIBER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ADT FROM AND AGAINST ALL CLAIMS, INCLUDING THIRD PARTY CLAIMS, LIABILITIES AND DAMAGES (INCLUDING WITHOUT LIMITATION EXPENSES, COSTS AND ATTORNEYS' FEES) RELATING TO THE DESIGN, INSTALLATION, PERFORMANCE OR OPERATION OF THE SYSTEM, THE MONITORING OF THE SYSTEM, AND ANY RISKS, LOSSES, DAMAGES, INJURIES, DEATH OR OTHER EFFECTS OF ANY HAZARD OR EVENT THAT OCCURS AT OR AROUND THE PREMISES, INCLUDING, BUT NOT LIMITED TO, SUCH CLAIMS OR LIABILITIES THAT ARE BASED UPON THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, AND/OR STRICT LIABILITY BY ADT, OUR ASSIGNEES, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

16. Integration. The terms and conditions stated herein constitute the final complete agreement between the Subscriber and ADT with respect to monitoring services. This Agreement may not be modified in any respect except by a subsequent writing executed by the Subscriber and ADT.

17. Subcontracting; Assignment. Neither party may assign the Agreement without the express prior written consent of both parties. ADT may, in ADT's sole discretion and without notice to Subscriber or any other person, provide to any actual or prospective assignee, purchaser, transferee, or participant, any information that ADT have or know pertaining to this Agreement. Subscriber acknowledges that this Agreement and particularly those paragraphs relating to ADT's disclaimer of warranties and limited liability and third party indemnification, inure to the benefit of, and are applicable to, any assignees and subcontractors with the same force and effect as they bind Subscriber to ADT. Subscriber further acknowledges that any assignees of this Agreement shall not be responsible for claims, liabilities, or damages which accrued prior to the date of assignment.

18. Governing Law. This Appendix shall be interpreted and construed in accordance with the laws of the State where the monitored premises are located.

19. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or the collection of any sums due hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action or proceeding, or on any appeal there from.

20. Notices. Notices, other than fee adjustments, shall be deemed given when delivered in person, delivered via reputable overnight courier service (such as FedEx or UPS) or delivered by USPS certified mail, return receipt requested, addressed to the parties at the addresses set forth in the Proposal. All changes of address must be in writing and delivered as provided in this Section.

21. Survival. The provisions of this Appendix pertaining to consequential damages, liability limitation, events beyond ADT's control, termination, indemnity, integration, and severability shall survive any termination or expiration of the Agreement.

22. Severability. If any provision in this Appendix is held to be invalid or unenforceable, such provision will be enforced to the maximum possible extent, and all other provisions will remain valid and enforceable.

23. Waiver of Jury Trial. Each party hereby waives any right to trial by jury in any suit, action or other legal proceeding brought by either party.

The following provisions apply to monitoring systems that include Mobile Control by Alarm.com.

Subscriber acknowledges that (i) it has read and accepted the Alarm.com terms below, and (ii) Subscriber must activate its Alarm.com account online pursuant to the instructions given to Subscriber by Alarm.com, and until Subscriber so activates its Alarm.com account, Subscriber will only have Alarm.com Signal Forwarding services and NOT Mobile Control services, which means, among other things, that Subscriber will not have the enhanced Mobile Control service, which means, among other things, that Subscriber will not have the enhanced Mobile Control service known as "Entry Delay Crash and Smash," which makes it difficult for an intruder to disarm Subscriber's panel upon entry into your premises. In addition, once Subscriber's Alarm.com account is activated, in order to maintain the enhanced Mobile Control services, Subscriber must arm/set its alarm system at least once every 30 calendar days. If Subscriber fails to arm/set its alarm system at least once every 30 days, then Subscriber will automatically and without further notice only have Alarm.com Signal Forwarding services going forward until such time as Subscriber contacts ADT or Alarm.com to reactivate Subscriber's Mobile Control services. Therefore, ADT strongly encourages Subscriber to activate its Alarm.com account and arm/set its alarm system often, but at a minimum every 30 days, in order to retain the enhanced Mobile Control services.

Subscriber has agreed to purchase commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services dealer ("**Dealer**") pursuant to an agreement with the Dealer ("**Dealer Agreement**"). Alarm.com Incorporated, a Delaware corporation, has authorized the Dealer to market and sell Alarm.com's services ("**Services**") to Subscriber with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("**Equipment**") that enable the Services. Sections A1 through A12 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("**Terms**") and are part of Subscriber's agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing the agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, subscriber Agrees to be bound by these Alarm.com Terms. Subscriber agree that these Alarm.com Terms may be enforced by ADT directly.

A1. Pursuant to the Dealer Agreement, Subscriber has agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. Subscriber acknowledges and agrees that (a) Subscriber has had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) Subscriber accepts the Alarm.com Terms and agrees to be bound by them, and (c) if, for any reason, Subscriber does not remain an Alarm.com subscriber or if the Services become unavailable to Subscriber for any reason, Subscriber will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. ADT or Alarm.com may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, “**Materials**”) and Services. Subscriber will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If Subscriber’s Services include emergency two-way voice over a cellular or internet connection, Subscriber acknowledges that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service, Subscriber understands and accepts the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If Subscriber’s Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by Subscriber only for a limited time based on the quantity of storage Subscriber has ordered from its Dealer. Alarm.com has no control over and take no responsibility for the placement of cameras and their view. Subscriber agrees to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct, and Alarm.com may disconnect the cameras from the Services if Subscriber, in Alarm.com’s sole determination, breaches this covenant. Alarm.com does not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lighting, Internet and wireless communication facilities and transmission quality, electrical interference, weather and other conditions beyond Alarm.com’s control. Alarm.com may disclose stored video clips and still-photo images in response to a subpoena or a government request or order. If the Equipment provided by Subscriber’s Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then Subscriber understands and accepts that the motion sensor may not operate as designed and may be affected by conditions outside Alarm.com’s control, which may cause the device to malfunction or provide false readings. If the Equipment provided by Subscriber’s Dealer includes home automation devices (such as thermostats, lighting controls and door locks), Subscriber understands that such devices may not work together with the Equipment and Alarm.com Services, and Subscriber may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECTOR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS (“LIMITED WARRANTY”). THE LIMITED WARRANTY IS NOT EXTENDED TO SUBSCRIBER UNLESS SUBSCRIBER HAS ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR SUBSCRIBER’S BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY ALARM.COM ARE PROVIDED “AS IS,” WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (A) ALL EXPRESS WARRANTIES TO SUBSCRIBER OTHER THAN THIS LIMITED WARRANTY, (B) ALL IMPLIED WARRANTIES TO SUBSCRIBER OF ANY KIND, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH SUBSCRIBER. ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) SUBSCRIBER AGREES THAT ALARM.COM IS NOT AN INSURER OF SUBSCRIBER’S PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND SUBSCRIBER’S PREMISES. THE PRICES THAT ALARM.COM CHARGES FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES ALARM.COM PROVIDES AND NOT THE VALUE OF SUBSCRIBER’S PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY SUBSCRIBER FROM A THIRD PARTY. (B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECTOR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUR EVEN IF DUE TO ALARM.COM’S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO SUBSCRIBER, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM’S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR SUBSCRIBER’S USE OF THE SERVICES. (C) SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH. UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL DAMAGES. (D) SUBSCRIBER MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO ALARM.COM. IF SUBSCRIBER ELECTS THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. SUBSCRIBER WAIVES ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST ALARM.COM THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY.

A6. Subscriber agrees and acknowledges that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. Subscriber agrees and acknowledges that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of Subscriber’s employees, guests, relatives, invitees, or insurers, or any other person or entity connected to Subscriber, or any person or entity who seeks to assert rights they claim are derived from Subscriber’s relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then Subscriber will repay to Alarm.com (i) any amount that Alarm.com is required to pay or that Alarm.com agrees to pay in settlement of the claim, and (ii) the amount of Alarm.com’s reasonable attorney’s fees and any other losses and costs that Alarm.com may incur in connection with the harm, damages, injury or loss.

A8. Subscriber understands and agrees that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on Subscriber’s heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES THAT SUBSCRIBER WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If Subscriber is a

resident or business located in the State of California, the following applies: If either Subscriber or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to California Code of Civil Procedure section 638 et seq. and 641 through 645.1 or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

A12. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, SCRIBER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO SCRIBER, AND SUBSCRIBER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

EXHIBIT A
ALARM PERMITS

Is a Permit required?

The City where the monitored premises are located (the “City”) does not currently require an alarm permit (the “Permit”).

Is there a fee for the Permit?

☒ The City does not currently charge an annual fee for the Permit (“Permit Fee”).

☐ The City charges a Permit Fee, which, as of the date of this Agreement, is .

Who obtains the permit?

☐ Based on City requirements, Subscriber is responsible for obtaining the Permit (and any necessary renewals) directly from the City. Subscriber will pay any Permit Fee directly to the City.

☐ ADT shall obtain the initial Permit for Subscriber. Any initial Permit Fee will be invoiced to Subscriber together with the fees set forth in Section 7 of this Appendix. So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT shall obtain any renewals and invoice Subscriber for the cost of such Permit Fees (due upon receipt).

☐ The City requires that ADT obtain the initial Permit for Subscriber. ADT will obtain the Permit, and ADT will invoice Subscriber for any Permit Fee (due upon receipt). So long as, at the time of expiration of the current permit, the monitoring services remain in place, ADT will also obtain any renewals. Again, ADT will invoice Client for the Permit Fees (due upon receipt).

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Sixty (60) month term.

IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE END OF THE THEN-CURRENT TERM, EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE TO PAY US THE SERVICE CHARGES THAT WOULD HAVE BEEN PAYABLE BY YOU FOR THE REMAINING TERM OF THE AGREEMENT BUT FOR THE EARLY TERMINATION HEREOF.

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.
- I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.
- I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jun 2, 2020 12:24 CDT)

Customer Signature

Kenisha Blair

ADT Authorized Manager

ADT Commercial solutions provided by ADT Commercial LLC and its affiliates including ADT LLC, ADT Puerto Rico, LLC, AA/Acme Locksmiths, Inc., Aronson Security Group, Inc., Red Hawk Fire & Security (CA), LLC, Pratt Landry Associates, Inc., Red Hawk Fire & Security (NY), LLC, Fire Systems International, Inc., Tele-Tector of Maryland, Inc., ATCI Communications, Inc., Red Hawk Fire & Security (CHES), LLC, Advanced Cabling Systems, LLC, Red Hawk Security Systems, LLC, Century Sprinkler Holdings Corporation and Chain Electric Holdings, Inc. License numbers can be found at www.adt.com/commercial/licenses.









Agenda Item #18 6-2-2020 (Wilco Parks ADT Agreement)

Final Audit Report

2020-06-02

Created:	2020-06-02
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnburNIZRJTp7i-rSND_DpH0RDGAoEPN

"Agenda Item #18 6-2-2020 (Wilco Parks ADT Agreement)" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-06-02 - 4:21:41 PM GMT- IP address: 173.219.39.210
-  Document emailed to aschiele@wilco.org for delegation
2020-06-02 - 4:22:13 PM GMT
-  Email viewed by aschiele@wilco.org
2020-06-02 - 5:15:15 PM GMT- IP address: 23.103.200.254
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-06-02 - 5:16:10 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2020-06-02 - 5:16:10 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-06-02 - 5:24:39 PM GMT- IP address: 23.103.200.254
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-06-02 - 5:24:55 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to aschiele@wilco.org, Thomas Skiles (blake.skiles@wilco.org), Andy Portillo (andy.portillo@wilco.org), becky.pruitt@wilco.org, and 1 more
2020-06-02 - 5:24:55 PM GMT



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:
2025-1262359

Date Filed:
01/29/2025

Date Acknowledged:
02/11/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

EVERON LLC
LEANDER, 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.

EVERON LLC

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.

2025122
BURG MONITORING SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

**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.

EVERON LLC
LEANDER, TX United States

Certificate Number:
2025-1262359

Date Filed:
01/29/2025

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

EVERON LLC

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.

2025122
BURG MONITORING SERVICES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



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)

Stephanie Pritchett

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**56.****Meeting Date:** 02/25/2025

Approval of Amendment to add Appendix II Part 200 terms for RFP 23RFP30 grant writing services for the Emergency Management Department

Submitted For: Joy Simonton**Submitted By:** Theresa Gross, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Amendment to contract #23RFP30, Hazard Mitigation Grant Writing Services with Williamson County Services Contract H2O Partners, Inc., previously approved under agenda item #12 on 05.09.2023, adding Appendix II Part 200 terms.

Background

The Amendment includes Appendix II Part 200 terms for grant writing services for the Emergency Management Department. Funding Source: 506P. Department Contact: Candi Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Amendment
Contract
Form 1295

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Theresa Gross
Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/20/2025 11:00 AM
02/20/2025 11:16 AM
Started On: 02/14/2025 01:50 PM

AMENDMENT TO WILLIAMSON COUNTY SERVICES CONTRACT

H2O Partners, Inc.

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICES CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and H2O Partners, Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective May 9, 2023 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services; and

WHEREAS, the Parties desires to amend the Contract to reference additional federal regulations.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

- I. Section XXIII. Entire Contract & Incorporated Documents; Conflicting Terms of the Contract shall be amended as follows:

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. Exhibit "A," Exhibit "B," and Exhibit "C"; 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 documents attaches hereto as exhibits relating to the service and good subject of this Contract.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:

Authorized Signature

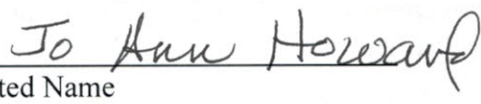
County Judge/Presiding Officer

Date: _____

H2O Partners, Inc.:



Authorized Signature



Printed Name

Date: 2/20/25

EXHIBIT C

Compliance with Applicable Law and Regulations.

- a. Service Provider agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Service Provider also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Service Provider shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix II to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include,

without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**WILLIAMSON COUNTY
SERVICES CONTRACT**
(H2O Partners, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **“H2O Partners, Inc.”** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide public assistance consultant services; specifically, a TXGLO Hazard Mitigation Plan grant application, as more fully described in **Exhibit “A”** (“Services”). If the grant is awarded, County and Service Provider shall negotiate in good faith a contract for additional services to include a Local Hazard Mitigation Plan Update, as described in **Exhibit “B.”** Service Provider shall carry out said services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until completion of Services and the acceptance of Services by the County, unless terminated earlier pursuant to this Contract. Service Provider agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance, which is approximately two years. Failure to achieve timely final completion shall be regarded as a material breach of this Contract and shall be subject to the appropriate remedies available at law.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the Services described in **Exhibit “A.”** The amount of compensation paid to Service Provider for the Services shall be capped and paid in the amount not to exceed Two Thousand Five Hundred Dollars (\$2,500), unless amended by a change order and approved by Williamson County Commissioners Court. If the grant is awarded, County and Service Provider shall negotiate in good faith a contract to include additional services, as described in Exhibit “B”, and the amount of compensation to be paid by the County.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY,

OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Cancellation, Default, and Termination: The Service Provider must notify the County in the event the Service Provider is unable to perform the scheduled Services. Excepts as otherwise provided herein, 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.

A default shall consist of any use of funds for a purpose other than as authorized by this Contract, noncompliance with any provision herein, or any material breach of the Contract. Upon the occurrence of any such default, the County shall serve due notice to Service Provider at which time Service Provider shall have a reasonable opportunity to respond and cure. For purposes of this Contract, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by Service Provider of the County's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the County, the County shall have the right in its sole discretion

to take the following actions:

- a) Upon a written request from Service Provider setting forth a reasonable basis to support the need for an additional Cure Period the County may grant an additional Cure Period by written acknowledgment thereof; or
- b) Terminate this Agreement by written notice thereof.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVIII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XIX.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXI.

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. Exhibit "A" and Exhibit "B"; and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell

Bill Gravell (May 9, 2023 10:42 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: May 9, 2023 ____, 20__

SERVICE PROVIDER:

H2O Partners, Inc.

Name of Service Provider

Eric Howard

Authorized Signature

Eric Howard

Printed Name

Date: April 27, 2023

order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

A. BACKGROUND

- SERVICE PROVIDER shall develop all items and materials necessary for the completion of the TXGLO Hazard Mitigation Plan Grant Application (APPLICATION), including:
 1. Developing a narrative statement and scope of work;
 2. Identifying hazards and historical occurrences;
 3. Detailing the proposed work schedule;
 4. Developing a budget; and
 5. Completing State and Federal assurance forms.
- SERVICE PROVIDER shall fulfill all requirements of the APPLICATION.
- SERVICE PROVIDER shall submit the APPLICATION electronically to the Texas Division of Emergency Management (TDEM) and provide the COUNTY with an electronic copy of the APPLICATION.
- SERVICE PROVIDER shall correspond with State and Federal agencies throughout the development and submission of the APPLICATION, as necessary.
- COUNTY shall provide identified data that may be necessary for the completion of the APPLICATION as requested by SERVICE PROVIDER, including signing forms as needed.
- The scope of services for this Exhibit "A" covers only the completion of the APPLICATION, and specifically excludes any administration or management of the grant if awarded.

B. PRICING

In consideration for the services to be performed, SERVICE PROVIDER shall be paid a lump sum amount of **\$2,500**. The above pricing represents the maximum cost ceiling, including expenses.

EXHIBIT “B”

C. BACKGROUND

- SERVICE PROVIDER shall develop a Hazard Mitigation Action Plan (HMAP) following the award of the TXGLO Hazard Mitigation Plan Grant Application and the execution of a subsequent contract.
- SERVICE PROVIDER will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the COUNTY.
- SERVICE PROVIDER will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
- SERVICE PROVIDER will develop all meeting and workshop notices and materials.
- SERVICE PROVIDER will develop and distribute a capability assessment to the COUNTY in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- SERVICE PROVIDER shall develop a format for the HMAP.
- SERVICE PROVIDER shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- SERVICE PROVIDER will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
- SERVICE PROVIDER will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- SERVICE PROVIDER will conduct a Mitigation Action Workshop to review with COUNTY previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- SERVICE PROVIDER will collect and compile all records of the meetings held for the purposes of plan certification.
- SERVICE PROVIDER will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- SERVICE PROVIDER shall write and develop each section of the HMAP and submit a preliminary draft version to COUNTY.
- SERVICE PROVIDER will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from COUNTY.

- SERVICE PROVIDER shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- Once the HMAP is approved by TDEM and submitted to FEMA, SERVICE PROVIDER shall revise the HMAP and review tool if required by FEMA.
- After FEMA approves the HMAP, SERVICE PROVIDER shall provide COUNTY with a digital download of the HMAP.
- COUNTY shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices, collecting all in-kind documentation from participating jurisdictions; and preparing files for project closeout.

D. PRICING


In consideration for the services to be performed, SERVICE PROVIDER shall be paid a lump sum amount of \$85,500.

Agenda Item #12. CC 5.09.23 Award 23RFP30 to H2O Partners and approve Services Contract, (Johnny)


Final Audit Report2023-05-09

Created:	2023-05-08
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe3KEslwQntZfxTdYC2laJu8zV75nWCRK


"Agenda Item #12. CC 5.09.23 Award 23RFP30 to H2O Partner s and approve Services Contract, (Johnny)" History

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Document created by Kim Chappius (kim.chappius@wilco.org)

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Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature

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Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)

2023-05-09 - 1:15:40 PM GMT- IP address: 66.76.4.65
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Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)

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Email viewed by Bill Gravell (bgravell@wilco.org)

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Document e-signed by Bill Gravell (bgravell@wilco.org)

Signature Date: 2023-05-09 - 3:42:58 PM GMT - Time Source: server- IP address: 66.76.4.65
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Agreement completed.

2023-05-09 - 3:42:58 PM GMT

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.**

H2O Partners, Inc.
Austin, TX United States

Certificate Number:
2025-1271930

Date Filed:
02/20/2025

Date Acknowledged:
02/20/2025

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.

May 9, 2023 Contract Amendment
TXGLO HMP grant application and Local Hazard Mitigation Plan Update

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

Certificate Number:
2025-1271930

Date Filed:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H2O Partners, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
May 9, 2023 Contract Amendment
TXGLO HMP grant application and Local Hazard Mitigation Plan Update

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 [redacted]
My address is [redacted]
(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 20 day of Feb, 2025.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**57.****Meeting Date:** 02/25/2025

Updated Career Ladder for Facilities Management

Submitted For: Dale Butler**Submitted By:** Leah Liesmann, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an updated career ladder for Facilities Management.

Background

Career ladder attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Facilities Career Ladder

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Leah Liesmann

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 11:23 AM

Started On: 02/20/2025 11:03 AM

FACILITIES MANAGEMENT CAREER LADDERS

Career Ladder	Title	Salary Grade	Criteria
General Maintenance (Including Jail Maintenance)	Gen Maint Tech I	B.20	One (1) year of related experience or an equivalent combination of training and experience
	Gen Maint Tech II	B.21	Two (2) years of related experience or an equivalent combination of training and experience Demonstrated skill in basic electrical, plumbing, mechanical, and carpentry
	Senior General Maintenance Tech	B.23	Leads when Supervisor is Absent; Three (3) years of related experience or an equivalent combination of training including One (1) year of demonstrated lead or supervisory experience
	Inventory Control Coordinator I	B.22	Two (2) Years Inventory Control Experience; Microsoft Office and Computer Managed Maintenance Systems
	Inventory Control Coordinator II	B.23	Four (4) Years Inventory Control Experience; One (1) Year Supervisory Experience, Microsoft Office and Computer Managed Maintenance Systems.
HVAC	HVAC Tech I	B.22	Entry Level Position. Preventative Maintenance and Repairs; 1 Year Experience
	HVAC Tech II	B.24	EPA HVAC Certifications I and II; 2 Years HVAC Experience
	Senior HVAC Tech	B.26	Leads when Supervisor Absent; 5 Years Experience; 1 Year Supervisory Experience EPA HVAC Certifications I and II
Electrical	Electrical Technician I	B.22	3 Years Electrical Maintenance Experience
	Electrical Technician II	B.23	TDLR Apprentice Electrician License; 4 Years Electrical Maintenance Experience
	Electrician Journeyman	B.26	Leads when Supervisor Absent; 4 Years Apprentice Experience; 1 Year Lead or Supervisory Experience TDLR Journeyman Electrician License
Access Control	Access Control Tech I	B.22	Entry Level Position. 2 Years Training/Experience; Completion of Wilco Detention Lock Training Certifications w/in 1 Year: Lenel On-Guard and Best Lock System
	Access Control Tech II	B.23	3 Years Experience/Training; Wilco Detention Lock Training; Certifications w/in 1 Year: Lenel On-Guard and Best Lock System
	Senior Access Control Tech	B.24	4 Years Experience/Training; Wilco Detention Lock Training; Certifications w/in 1 Year: Lenel On-Guard and Best Lock System

Commissioners Court - Regular Session**58.****Meeting Date:** 02/25/2025

Juvenile Justice Center Addition - Supplemental Agreement No. 2 for Geotechnical Test Engineering Services

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 Supplemental Agreement No. 2 to the Agreement for Geotechnical Engineering Services between Williamson County and ECS Southwest, LLP being dated February 28th, 2023, Supplemental Agreement No. 1, dated November 30th, 2023, related to the Juvenile Justice Center Addition.

Background

This Supplemental Agreement No. 2 to the Agreement for Geotechnical Test Engineering Services is made to add additional time and compensate the firm for the additional services to perform inspections and testing services pertaining to the Juvenile Justice Center Addition.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JJC-ECS-SA2

Form Review**Inbox**

Hal Hawes
Facilities Management (Originator)
Hal Hawes
County Judge Exec Asst.
Form Started By: Christy Matoska
Final Approval Date: 02/20/2025

Reviewed By

Hal Hawes
Christy Matoska
Hal Hawes
Delia Colon

Date

02/20/2025 09:33 AM
02/20/2025 10:19 AM
02/20/2025 10:21 AM
02/20/2025 10:37 AM
Started On: 02/20/2025 08:14 AM



**SUPPLEMENTAL AGREEMENT NO. #2
TO
AGREEMENT FOR GEOTECHNICAL TEST ENGINEERING SERVICES**

PROJECT: **Juvenile Justice Center Additions ("Project")**

**GEOTECHNICAL
TEST ENGINEER:** ECS Southwest, LLP ("A/E")
James Dedrick, P.E., Principal Engineer
14050 Summit Drive, Suite 101
Austin, TX 78728

**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 GEOTECHNICAL TEST 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.

R E C I T A L S

WHEREAS, County and Geotechnical Test Engineering Services previously executed **Agreement for Geotechnical Test Engineering Services** being dated effective **February 28th, 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 **perform inspections and testing services**; 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.

Special Inspection and Testing Services for the following major work elements:

- Foundation Excavations and Fill Operations
- Installation of Drilled Concrete Piers and Footings
- Installation of Concrete Footings
- Placement of Structural Concrete
- Placement of Concrete Reinforcement
- Placement of Anchor Bolts Placed in Concrete or Masonry
- Installation of Drilled-In Concrete or Masonry Anchors (Expansion, Friction, Cemented, or Grouted Anchors)
- Fabrication and Erection of Structural Steel
- Welding and Bolting of Steel Connections
- Spray-Applied Fireproofing
- Intumescent Paint
- Architectural, Mechanical, and Electrical Components Requiring Special Inspection per Section 1705 of the IBC

Earthwork/Soils – Chapter 17, Section 1705.6

Shallow Foundation/Grade Beams – Chapter 17, Section 1705.6

Deep Foundations – Chapter 17, Section 1705.8

Concrete – Chapter 17, Section 1705.3

Fire Resistant Penetration and Joints – Chapter 17, Section 1705.17

Sprayed Fire-Resistant Materials – Chapter 17, Section 1705.14

Mastic and Intumescent Coatings – Chapter 17, Section 1705.15

Structural Steel – Chapter 17, Section 1705.2

Pavements and Exterior Flatwork

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **One Hundred Ten Thousand Dollars (\$110,000.)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before May 19th, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
ECS Southwest, LLP.

By: Mike Sorgenfrei
Signature

Michael Sorgenfrei
Printed Name

Vice President
Title

Date Signed: 02/19/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**59.****Meeting Date:** 02/25/2025

Approval of Master Service Contract #2025132 with Viking Fence Co., LTD, for fencing needs for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing a Master Service Contract No #2025132 with Viking Fence Co., LTD, dba Viking GP, LLC for as-needed services, in the not exceed amount of Five-Hundred Thousand Dollars (\$500,000.00), pursuit to TIPS Cooperative # 210205 and authorize the execution of the agreement.

Background

This contract for fencing services shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through April 30, 2026. The Funding Source is 01.0100.0509.004509 Origination ID# 2056, and the point of contact is Sheila Rivera.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Master Service Agreement Viking Fence - 2.10.25 - FINAL
Form 1295 Viking Fence Company complete

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 02/20/2025

Reviewed By

Joy Simonton
Delia Colon

Date

02/20/2025 09:30 AM
02/20/2025 09:37 AM
Started On: 02/14/2025 12:37 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**MASTER SERVICES AGREEMENT
WITH
Viking Fence Co., LTD
(Co-op TIPS # 210205)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES 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 **Viking Fence Co., LTD** (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 and purchase goods 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 services include, fencing services and repairs, as needed. Related services will be outlined in a Statement of Work (“SOW”) to be provided by Service Provider upon the direction of the County.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in each SOW provided. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall supply the County the goods described in each SOW provided to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in any SOW, such additional goods shall be described in a separate written amendment to the SOW wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to the SOW has been signed by both parties.

III.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue until April 30, 2026, from effective date.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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 in any manner hold itself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION

SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars (\$500,000.00)**.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's 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 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 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 (1) one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

- 1. defective work not remedied;
- 2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
- 3. damage to The County;
- 4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 5. persistent failure to carry out the work in accordance with the Agreement documents.

XIII.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States

XIV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required

or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

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.

XVII.

No Assignment: Service Provider may not assign this Agreement.

XVIII.

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 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.

IXX.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is

terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXII.

County's Right to Audit: Service Provider agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly 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. Williamson County shall give Service Provider reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER

Viking Fence Co. LTD
9602 Gray Blvd.
Austn, TX 78758

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

XXV.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Service Provider understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.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.

XXVII.

Entire Agreement & 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 into this Agreement include the following:

- A. Tips #210205 Vendor Agreement (JOC), which is designated as Exhibit "A" and incorporated herein as if copied in full;
- B. Insurance certificates evidencing coverages required herein above and
- C. Any Amendments agreed to by both parties.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Master Services Agreement; and (2) Tips #210205 Vendor Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Master Services Agreement; (2) Tips #210205 Vendor Agreement.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Dated: _____, 20____

Viking Fence Co. LTD:

April Bazan

Digitally signed by April Bazan
DN: C=US,
E=contracts@vikingfence.com,
CN=April Bazan
Date: 2025.02.07 16:04:53-06'00'

Authorized Signature

April Bazan

Printed Name

Printed Name

Dated: February 7, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Feb 10 2025 Time: 11:53 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Feb 10 2025 Time: 8:18 am

Exhibit “A”

TIPS VENDOR AGREEMENT (JOC)

Between VIKING FENCE CO. LTD and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210205 Trades, Labor, and Materials

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

- gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The three (3) consecutive one (1) year terms shall renew automatically annually, unless either of the parties notifies the other of its objection to a (1) year renewal. TIPS reserves the right to object to and refuse any or all of the additional three (3) consecutive one (1) year renewal terms.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, but extended negotiations delay award until September 24, the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an

Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online

at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part

200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof.

Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized

to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**


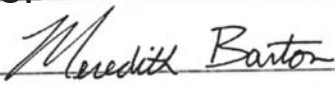

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RCSP 210205 Trades, Labor, and Materials (JOC)

Company Name Viking Fence Co. Ltd
Address 9602 Gray Blvd
City Austin State TX Zip 78758
Phone 512-837-6411 Fax 512-837-9468
Email of Authorized Representative schavarria@vikingfence.com
Name of Authorized Representative Salvador Chavarria
Title President
Signature of Authorized Representative 
Date 03/17/21
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 4/22/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210205 Addendum 2 Viking Fence Co Ltd Supplier Response

Event Information

Number: 210205 Addendum 2
Title: Trades, Labor, and Materials (JOC)
Type: Request for Proposal
Issue Date: 2/4/2021
Deadline: 3/19/2021 03:00 PM (CT)
Notes: Dear potential TIPS Vendor, as you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations.

Contact Information

Address: Region VIII Education Service Center

Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Viking Fence Co Ltd Information

Contact: Salvador Chavarria
Address: 9602 Gray Blvd
Austin, TX 78758
Phone: (512) 837-6411
Fax: (512) 837-9468
Toll Free: (800) 252-8117
Email: schavarria@vikingfence.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Salvador Chavarria

Signature

Submitted at 3/18/2021 12:43:26 PM

schavarria@vikingfence.com

Email

Requested Attachments

Vendor Agreement

TIPS_VENDOR_AGMT_210205_VIKING.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

TIPS_VENDOR_AGMT_SIGNATURE_FORM.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

OPTIONAL - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

No response

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference_Form.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

PRODUCTS_OFFERED_VIKING_2021.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

WARRANTY_VIKING_2021.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

SMSDC_Certificate_2021.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

logo-Viking-Fence_final.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210205 CONFIDENTIALITY CLAIM FORM_signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

SURETY_BONDING_CAPACITY_LETTER_MARSH.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

VIKING_W-9-SIGNED.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

OPTIONAL Xactimate Pricing Form

No response

The solicitation was amended to include an option to add an additional pricing method in addition to the required RS Means pricing coefficients in attribute questions 37, 38 and 39. Proposers may add Xactimate pricing as an option by completing the Attachment #7 in the ION Wave eBid system and uploading it.

Bid Attributes

1	<div>Yes - No</div> <div>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</div> <div><div>Yes</div></div>
---	---

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Viking Fence is a Texas owned and operated construction services company founded in 1972 with facilities in Austin, DFW and Houston. We offer the following services:

- Full service Permanent fence/gate install and repair

Our Access Control Division installs and services the following products to secure all types of commercial properties/facilities:

- Automatic gate operators
- access control hardware
- intrusion detection
- surveillance equipment

We have a full-service Rental Division that provides our customers the following:

- Temporary Fence Rentals and crowd control barricades
- Portable toilets and holding tanks for construction trailers
- ADA/special use toilets,
- Comfort stations
- Water Barricades
- Rapid Deployment Mobile Surveillance

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8	Primary Contact Email Primary Contact Email <input type="text" value="schavarria@vikingfence.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128376411"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128379468"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5124173662"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Brian Tripicchio"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="General Manager - Permanent Construction - Austin"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="brian_t@vikingfence.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2819287844"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5128379468"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2819287844"/>

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Luz Hernandez"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="lhernandez@vikingfence.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5126282427"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Luis Velasquez"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="lvelasquez@vikingfence.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5126282411"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vikingfence.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="74-204323"/>
26	Primary Address Primary Address <input type="text" value="9602 Gray Blvd"/>
27	Primary Address City Primary Address City <input type="text" value="Austin"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29

Primary Address Zip

Primary Address Zip

78758

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

fence, gate, gate automation, temporary fence, fence rental, portable toilet, porta-pottie, holding tank, ADA toilet, perimeter security, camera surveillance, construction site cameras, intrusion detection, construction site saecurity

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

Yes

33

Company Residence (City)

Vendor's principal place of business is in the city of?

Austin

34

Company Residence (State)

Vendor's principal place of business is in the state of?

TX

3
5**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7**PRICING OF Regular Hours Coefficient****What is your regular hours coefficient for the RS Means Price Book?**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

3
8**PRICING OF After Hours Coefficient****What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

3
9**PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book****What is your proposed Markup Percentage on materials not found in the RS Means Price Book?**

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4
0**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1**Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

4
2**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
4

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

4
5

Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

4
6

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
8

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 2 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 4 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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5**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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6**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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7**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

5 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 1 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 2 2 CFR PART 200 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 3 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

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Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

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9**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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0**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

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1**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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2**Remedies Explanation of No Answer**

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3**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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4**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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5**Alternative Dispute Resolution Explanation of No Answer**7
6**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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7**Infringement(s) Explanation of No Answer**7
8**Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

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Acts or Omissions Explanation of No Answer

No response

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Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

8 Insurance and Fingerprint Requirements Information

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Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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4**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

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5**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

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6**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
7**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8
8**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

8
9**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

9
0**Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9
1**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

9
2**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
3**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
4**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
5**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9
6**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

9
7**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

9
8

Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

9
9

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response



Viking Fence Co., Ltd.

9602 Gray Blvd.

Austin, Texas 78758

(512) 837-6411, 1-800-252-8117

Fax (512) 834-4217

Viking Fence Warranty Certificate – Installed Fences

Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows:

1. Fencing and related items will be free of material and workmanship defects for one year from the date of installation, and all defects occurring within that period shall be replaced at no cost to the owner.
2. Abuse or neglect of the materials shall void this warranty.
3. All implied warranties, including merchantability, are limited to one year.
4. Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
5. Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, as long as the original manufacturer's warranty is still valid.
6. Viking's Rental Fencing System is a temporary fence solution and should not be relied upon to provide any of the structural characteristics of a permanent fence solution. Please be advised that temporary panels can blow over in extreme weather conditions. Please refer to our Rental Agreement for more details.
7. Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty.

The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special or incidental damages is disclaimed.

For reference purposes, Viking Fence is a member of the following associations:

- Better Business Bureau (Austin, Dallas and Fort Worth)
- American Fence Association

Our company website is www.vikingfence.com. Viking Fence, a Texas tradition in fencing since 1972..



Viking Fence Co. Ltd.

9602 Gray Blvd.

Austin, Texas 78758

(512) 837-6411, 1-800-252-8117

Fax (512) 834-9468

March 17th, 2021

Re: Product Offerings

TIPS Members/Prospective Customer,

Viking Fence is a locally owned and operated manufacturing and construction services company founded in 1972 with facilities in Austin, Dallas, Fort Worth and Houston. We are a **full service fence and gate company** providing:

- Permanent fence & gate installation and repair

Our **Access Control Division** installs and services the following products to secure all types of commercial properties/facilities:

- Automatic gate operators
- access control hardware
- intrusion detection and,
- surveillance equipment

We have a full service **Rental Division** that provides our customers the following:

- Temporary Fence Rentals and crowd control barricades
- Portable toilets and holding tanks for construction trailers
- ADA and special use toilets,
- Comfort stations and
- Water Barricade rentals.
- Rapid Deployment Mobile Surveillance

Our branches in Austin and DFW can also supply the following **building materials** to our customers

- Chain Link Fence, Galvanized Pipe and attaching hardware
- Wood Fence Material and attaching hardware
- Iron Fence & attaching hardware

We look forward to working with you on your projects.

Salvador Chavarria,
President/Owner

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.

Viking Fence Co., LTD
Austin, TX United States

Certificate Number:
2025-1266625

Date Filed:
02/07/2025

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.

2025132
Fencing needs

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 April Bazan, and my date of birth is .

My address is , , TX, , .
(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 TX, on the 7 day of February, 20 25.
(month) (year)

April Bazan
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.

Viking Fence Co., LTD
Austin, TX United States

Certificate Number:
2025-1266625

Date Filed:
02/07/2025

Date Acknowledged:
02/18/2025

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.

2025132
Fencing needs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**60.****Meeting Date:** 02/25/2025

Berry Springs Park Improvements (P559) - PSA1-SA2 - Halff

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 Halff Associates, Inc. being dated August 20th, 2020, First Amended and Restated dated December 8th, 2021, Amendment No. 1 dated February 8, 2022, Amendment No. 2, dated June 6th, 2023, Supplemental Agreement No. 1, dated March 8th, 2024, related to Berry Springs Park Additions.

Background

This Supplemental Agreement No. 2 to the Agreement for Design & Engineering Services is made to add additional time and compensate the firm for the additional services for permitting and construction documents pertaining to Berry Springs Park Additions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Berry Springs Park P559 - SA2

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 02/10/2025

Reviewed By

Hal Hawes

Delia Colon

Date

02/10/2025 01:33 PM

02/10/2025 03:15 PM

Started On: 02/10/2025 01:06 PM



**SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES**

PROJECT: Berry Springs Park Improvements ("Project")

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/
ENGINEER:**

Halff Associates, Inc. ("A/E")
James Hemenes, PLA, ASLA, CPRE,
Director of Landscape Architecture
13620 Briarwick Drive, Suite 100
Austin, TX 78729

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. #2 to Agreement for Planning, 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 Planning, Design and Engineering Services** being dated effective **August 5th, 2020** ("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 **additional services for Phases IV and VII**; 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 Additional Services: detailed in **Attachment A – Scope of Additional Services** (referred to herein as “Additional Services”).

ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nine Thousand Six Hundred Dollars (\$9,600.)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES


A/E hereby agrees to provide the Additional Services by or before **June 2nd , 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:
Halff Associates, Inc.

By: 
Signature

James Hemenes
Printed Name

V.P. - Director of Landscape Architecture
Title

Date Signed: 02/10/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard engineering practices:

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Attachment C – Production Schedule**.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

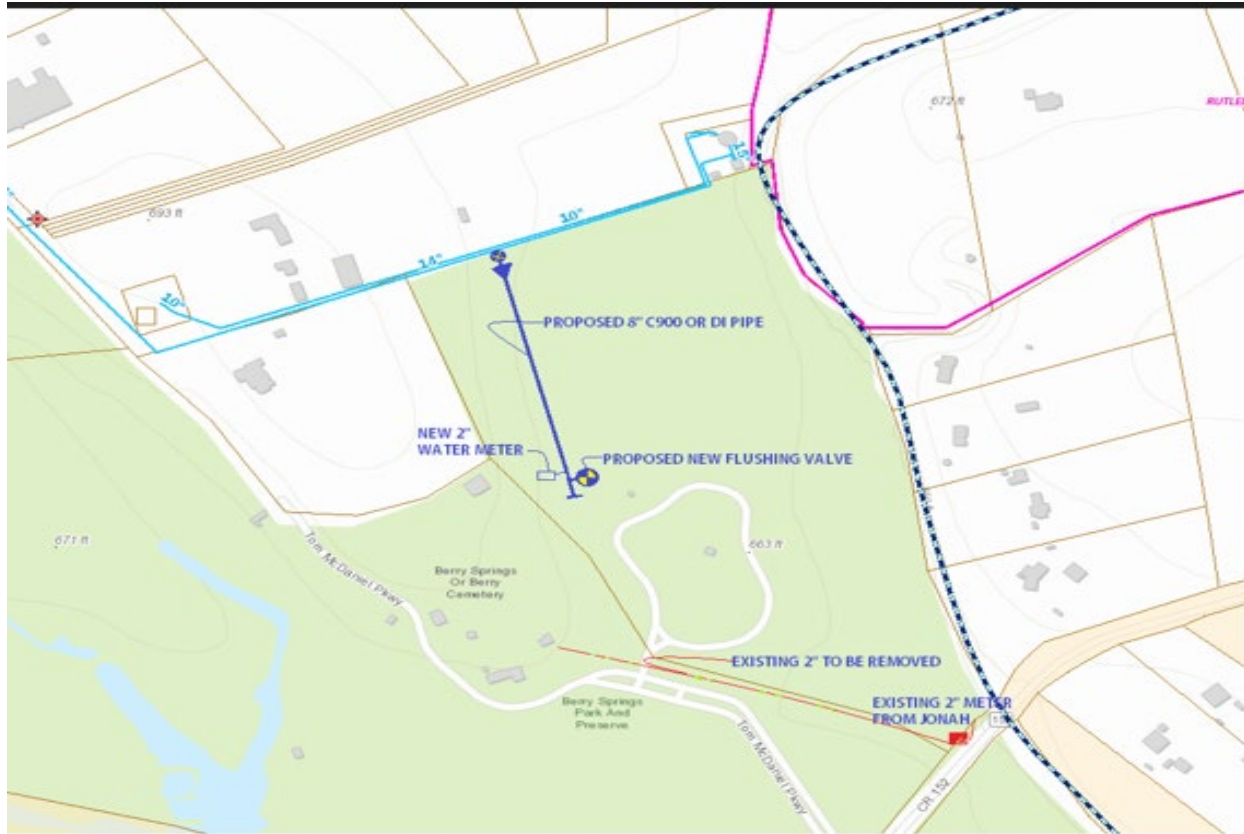
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Berry Springs Park
1801 CR 152
Georgetown, TX
P559



Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- B. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- C. Receive and respond to permitting comments by the local jurisdiction having review authority.
- D. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B
FEE SCHEDULE

Phases I-III, V and VI, previously accomplished and billed for: **\$ 446,087**

This schedule indicates new fees by Phase of the Additional Fee: **\$ 9,600** 100%

63%	Halff	\$ 6,000
38%	LSI	\$ 3,600

Phase IV - REGULATORY REVIEW AND PERMITS	\$ 600
---	---------------

Halff	\$ 600
LSI	-

Phase VII - PROJECT CLOSE-OUT	\$ 9,000
--------------------------------------	-----------------

Halff	\$ 5,400
LSI	\$ 3,600

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Supplemental Agreement within **One Hundred Four (104) calendar days** from the date of this Supplemental Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Supplemental Agreement Execution Date

02/18/25

Phases I-III previously accomplished during the following dates:

8/5/20-2/5/25

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	02/20/25
Plans submittal to TDLR and Permit application submittal to City	02/27/25
Construction Permits received from City	03/14/25

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	05/30/25
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All services shall be complete on, or before:

06/02/25

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**EXHIBIT E
DEBARMENT CERTIFICATION**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Halff Associates, Inc.

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

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 Michelle Martin
the Admin Assistant of Halff, on behalf of said firm.
Signatory Title Entity Name



Notary Public in and for the
State of Texas

My commission expires: 3-9-2025



Commissioners Court - Regular Session**61.****Meeting Date:** 02/25/2025

Approval of Master Service Agreement #2025136 with Separation Systems Consultants, Inc. (SSCI) for Abatement Services for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Michelle McKinney, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #2025136, between Williamson County and Separation Systems Consultants, Inc. (SSCI) for Abatement Services in the not-to-exceed amount of \$500,000.00 pursuant to TIPS Cooperative Contract #230601 and authorize execution of the agreement.

Background

This Master Service Agreement for Abatement Services between Williamson County and Separation Systems Consultants, Inc. (SSCI) is to be able to utilize the vendor for services as they arise. This MSA will be valid as of the date of execution through August 30, 2028 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0510.004509, Origination ID #2065, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Master Service Agreement

Form 1295 - Separation Systems Consultants, Inc.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Michelle McKinney

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 11:28 AM

02/19/2025 11:39 AM

Started On: 02/11/2025 09:47 AM

WILLIAMSON COUNTY MASTER SERVICES AGREEMENT

Separation Systems Consultants, Inc.

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT (hereinafter "MSA") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter "SSCI"), both of which are referred to herein as the parties. The County agrees to engage SSCI as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she, or it is not an employee of the County. The services include asbestos surveys and consulting services on various County buildings, as outlined in each Statement of Work ("SOW") to be provided by SSCI and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions herein.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party's execution below and shall continue for two (2) years. Unless terminated sooner pursuant to paragraph IX below, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: SSCI will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Five Hundred Thousand Dollars (\$500,000.00) per year.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under

the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears on an invoice submitted by SSCI, County shall notify SSCI of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of SSCI, SSCI shall be entitled to receive interest on the unpaid balance of the invoice submitted by SSCI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, SSCI shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of SSCI and similar information in the event the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Agreement
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

IV.

Insurance: SSCI shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

SSCI, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

Upon execution of this MSA, SSCI shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

No Agency Relationship & Indemnification: It is understood and agreed that SSCI shall not in any sense be considered a partner or joint venturer with the County, nor shall SSCI hold itself out as an agent or official representative of the County. SSCI shall be considered an independent contractor for the purpose of this MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SSCI or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SSCI 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 SSCI, 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. SSCI 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, SSCI 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 SSCI OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this MSA will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. 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 SSCI for any reason are hereby deleted.

VIII.

Compliance With All Laws: SSCI 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 MSA that are required by changes in federal, state, or local law or regulations are automatically incorporated into the MSA without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to SSCI for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for

convenience.

Appropriation of Funds by County: County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. SSCI understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

X.

Venue and Applicable Law: Venue of this MSA shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Severability: In case any one or more of the provisions contained in this MSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this MSA and this MSA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

Right to Audit: SSCI agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this MSA, have access to and the right to examine and photocopy any and all books, documents, papers and records of SSCI which are directly pertinent to the services to be performed under this MSA for the purposes of making audits, examinations, excerpts, and transcriptions. SSCI agrees that the County shall have access during normal working hours to all necessary SSCI 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 SSCI reasonable advance notice of intended audits.

XIII.

Good Faith Clause: SSCI agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: SSCI may not assign this MSA without prior written consent. For purposes of clarity, any merger, consolidation, or reorganization involving SSCI (regardless of whether SSCI is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or

performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving SSCI for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XV.

Confidentiality: SSCI 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: SSCI 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: SSCI 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.

Duty To Report Problems: SSCI agrees to advise the County and its representative(s), within one (1) calendar day, of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

Damage to County Property: SSCI shall be liable for all damage to county owned, leased, or occupied property and equipment caused by SSCI and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this MSA. SSCI shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: SSCI 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.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

XXII.

Labor, Materials, Tools & Misc. Items: SSCI shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. SSCI shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. SSCI shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

XXIII.

Cleaning Up: SSCI shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, SSCI shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If SSCI fails to clean up as provided, the cost thereof shall be charged to SSCI by deducting from final fee or as necessary.

XXIV.

Taxes: SSCI shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect

XXV.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which SSCI is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XXVI.

Warranty: SSCI warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XXVII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Service Provider:
Separation Systems Consultants, Inc.
17041 El Camino Real Blvd.
Houston, TX 77058

XXVIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

- A. SSCI Rate Schedule, and being marked **Exhibit "A;"**
- B. The cooperative purchasing contract (TIPS Contract 230601); and
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this MSA.

XXIX.


County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this MSA on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Separation Systems Consultants, Inc.:

Authorized Signature



Authorized Signature

County Judge/Presiding Officer

Helen I. Hodges

Printed Name

Dated: _____, 20____

Dated: February 12, 2025

**Exhibit “A”
Rate Schedule**

SSCI Discount Rates 2024

These are not-to-exceed prices. Project-specific proposals and budgets will be prepared for each order received.

Additional discounts may be given based on project scope, size, and/or prior customer relationship.

Any cost items not included will be provided on a Cost + 50% Basis. Freight/shipping is included in pricing.

A 15% fuel surcharge will be added for all vehicles, heavy equipment, and disaster response.

SSCI Standard Rate Sheet 2024 - Single Disc Rate - TIPS 230601 & 23010402 - 2024 Rate Increase 3.27.24

SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
PERSONNEL				
PRINCIPAL				
1	Regular Hourly Rate	HOURLY	\$246.75	\$241.82
2	Off-Shift Rate	HOURLY	\$370.13	\$362.72
3	Premium Rate	HOURLY	\$370.13	\$362.72
EXPERT WITNESS TESTIMONY				
4	Regular Hourly Rate	HOURLY	\$304.50	\$298.41
5	Off-Shift Rate	HOURLY	\$456.75	\$447.62
6	Premium Rate	HOURLY	\$456.75	\$447.62
SENIOR ENGINEER				
7	Regular Hourly Rate	HOURLY	\$183.75	\$180.08
8	Off-Shift Rate	HOURLY	\$275.63	\$270.11
9	Premium Rate	HOURLY	\$275.63	\$270.11
SENIOR PROFESSIONAL GEOSCIENTIST				
10	Regular Hourly Rate	HOURLY	\$183.75	\$180.08
11	Off-Shift Rate	HOURLY	\$275.63	\$270.11
12	Premium Rate	HOURLY	\$275.63	\$270.11
SENIOR PROJECT MANAGER				
13	Regular Hourly Rate	HOURLY	\$168.00	\$164.64
14	Off-Shift Rate	HOURLY	\$252.00	\$246.96
15	Premium Rate	HOURLY	\$252.00	\$246.96
SENIOR ENVIRONMENTAL SCIENTIST/BIOLOGIST				
16	Regular Hourly Rate	HOURLY	\$137.50	\$134.75
17	Off-Shift Rate	HOURLY	\$206.25	\$202.13
18	Premium Rate	HOURLY	\$206.25	\$202.13
PROJECT MANAGER/PROJECT ENGINEER				
19	Regular Hourly Rate	HOURLY	\$148.50	\$145.53
20	Off-Shift Rate	HOURLY	\$222.75	\$218.30
21	Premium Rate	HOURLY	\$222.75	\$218.30
HAZARDOUS MATERIALS MANAGER				
22	Regular Hourly Rate	HOURLY	\$148.50	\$145.53
23	Off-Shift Rate	HOURLY	\$222.75	\$218.30
24	Premium Rate	HOURLY	\$222.75	\$218.30
STAFF GEOSCIENTIST / GIS SYSTEM TECHNICIAN				
25	Regular Hourly Rate	HOURLY	\$115.50	\$113.19
26	Off-Shift Rate	HOURLY	\$173.25	\$169.79
27	Premium Rate	HOURLY	\$173.25	\$169.79
STAFF ENVIRONMENTAL SCIENTIST/BIOLOGIST/ENGINEER				
28	Regular Hourly Rate	HOURLY	\$105.00	\$102.90
29	Off-Shift Rate	HOURLY	\$157.50	\$154.35
30	Premium Rate	HOURLY	\$157.50	\$154.35
RISK ASSESSOR/TOXICOLOGIST (PhD)				
31	Regular Hourly Rate	HOURLY	\$175.88	\$172.36
32	Off-Shift Rate	HOURLY	\$263.81	\$258.54
33	Premium Rate	HOURLY	\$263.81	\$258.54
HEALTH SCIENTIST				
34	Regular Hourly Rate	HOURLY	\$101.85	\$99.81
35	Off-Shift Rate	HOURLY	\$152.78	\$149.72
36	Premium Rate	HOURLY	\$152.78	\$149.72
CERTIFIED INDUSTRIAL HYGIENIST (CIH)				
37	Regular Hourly Rate	HOURLY	\$162.75	\$159.50
38	Off-Shift Rate	HOURLY	\$244.13	\$239.24
39	Premium Rate	HOURLY	\$244.13	\$239.24

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
INDUSTRIAL HYGIENE TECHNICIAN				
40	Regular Hourly Rate	HOURLY	\$99.75	\$97.76
41	Off-Shift Rate	HOURLY	\$149.63	\$146.63
42	Premium Rate	HOURLY	\$149.63	\$146.63
SENIOR ENVIRONMENTAL TECHNICIAN				
43	Regular Hourly Rate	HOURLY	\$86.63	\$84.89
44	Off-Shift Rate	HOURLY	\$129.94	\$127.34
45	Premium Rate	HOURLY	\$129.94	\$127.34
STAFF ENVIRONMENTAL TECHNICIAN				
46	Regular Hourly Rate	HOURLY	\$78.75	\$77.18
47	Off-Shift Rate	HOURLY	\$118.13	\$115.76
48	Premium Rate	HOURLY	\$118.13	\$115.76
LICENSED ASBESTOS CONSULTANT				
49	Regular Hourly Rate	HOURLY	\$157.50	\$154.35
50	Off-Shift Rate	HOURLY	\$236.25	\$231.53
51	Premium Rate	HOURLY	\$236.25	\$231.53
LICENSED ASBESTOS PROJECT MANAGER/AIR-MONITORING TECHNICIAN				
52	Regular Hourly Rate	HOURLY	\$115.50	\$113.19
53	Off-Shift Rate	HOURLY	\$173.25	\$169.79
54	Premium Rate	HOURLY	\$173.25	\$169.79
LICENSED ASBESTOS INSPECTOR				
55	Regular Hourly Rate	HOURLY	\$94.50	\$92.61
56	Off-Shift Rate	HOURLY	\$141.75	\$138.92
57	Premium Rate	HOURLY	\$141.75	\$138.92
LICENSED MOLD ASSESSMENT CONSULTANT				
58	Regular Hourly Rate	HOURLY	\$131.25	\$128.63
59	Off-Shift Rate	HOURLY	\$196.88	\$192.94
60	Premium Rate	HOURLY	\$196.88	\$192.94
LICENSED MOLD ASSESSMENT TECHNICIAN				
61	Regular Hourly Rate	HOURLY	\$84.00	\$82.32
62	Off-Shift Rate	HOURLY	\$126.00	\$123.48
63	Premium Rate	HOURLY	\$126.00	\$123.48
LICENSED LEAD-BASED PAINT INSPECTOR				
64	Regular Hourly Rate	HOURLY	\$94.50	\$92.61
65	Off-Shift Rate	HOURLY	\$141.75	\$138.92
66	Premium Rate	HOURLY	\$141.75	\$138.92
PAVING SUPERVISOR				
64	Regular Hourly Rate	HOURLY	\$126.00	\$123.48
65	Off-Shift Rate	HOURLY	\$189.00	\$185.22
66	Premium Rate	HOURLY	\$189.00	\$185.22
PAVING LABORER				
70	Regular Hourly Rate	HOURLY	\$50.40	\$49.39
71	Off-Shift Rate	HOURLY	\$75.60	\$74.09
72	Premium Rate	HOURLY	\$75.60	\$74.09
CONSTRUCTION MANAGER				
73	Regular Hourly Rate	HOURLY	\$131.25	\$128.63
74	Off-Shift Rate	HOURLY	\$196.88	\$192.94
75	Premium Rate	HOURLY	\$196.88	\$192.94
LANDSCAPE MANAGER				
76	Regular Hourly Rate	HOURLY	\$84.00	\$82.32
77	Off-Shift Rate	HOURLY	\$126.00	\$123.48
78	Premium Rate	HOURLY	\$126.00	\$123.48

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
LANDSCAPING SUPERVISOR				
79	Regular Hourly Rate	HOURLY	\$68.25	\$66.89
80	Off-Shift Rate	HOURLY	\$102.38	\$100.33
81	Premium Rate	HOURLY	\$102.38	\$100.33
EQUIPMENT OPERATOR				
82	Regular Hourly Rate	HOURLY	\$78.75	\$77.18
83	Off-Shift Rate	HOURLY	\$118.13	\$115.76
84	Premium Rate	HOURLY	\$118.13	\$115.76
SPECIALTY SURFACING DESIGNER				
85	Regular Hourly Rate	HOURLY	\$141.75	\$138.92
86	Off-Shift Rate	HOURLY	\$212.63	\$208.37
87	Premium Rate	HOURLY	\$212.63	\$208.37
SPECIALTY SURFACING FOREMAN				
88	Regular Hourly Rate	HOURLY	\$99.75	\$97.76
89	Off-Shift Rate	HOURLY	\$149.63	\$146.63
90	Premium Rate	HOURLY	\$149.63	\$146.63
SPECIALTY SURFACING LABORER				
91	Regular Hourly Rate	HOURLY	\$52.50	\$51.45
92	Off-Shift Rate	HOURLY	\$78.75	\$77.18
93	Premium Rate	HOURLY	\$78.75	\$77.18
CAD DRAFTSPERSON				
94	Regular Hourly Rate	HOURLY	\$115.50	\$113.19
95	Off-Shift Rate	HOURLY	\$173.25	\$169.79
96	Premium Rate	HOURLY	\$173.25	\$169.79
STAFF DRAFTSPERSON				
97	Regular Hourly Rate	HOURLY	\$94.50	\$92.61
98	Off-Shift Rate	HOURLY	\$141.75	\$138.92
99	Premium Rate	HOURLY	\$141.75	\$138.92
WORD PROCESSING				
100	Regular Hourly Rate	HOURLY	\$63.00	\$61.74
101	Off-Shift Rate	HOURLY	\$94.50	\$92.61
102	Premium Rate	HOURLY	\$94.50	\$92.61
CLERICAL				
103	Regular Hourly Rate	HOURLY	\$71.40	\$69.97
104	Off-Shift Rate	HOURLY	\$107.10	\$104.96
105	Premium Rate	HOURLY	\$107.10	\$104.96
PROJECT AND WASTE DISPOSAL COORDINATOR				
106	Regular Hourly Rate	HOURLY	\$91.88	\$90.04
107	Off-Shift Rate	HOURLY	\$137.81	\$135.06
108	Premium Rate	HOURLY	\$137.81	\$135.06
RESPONSE FOREMAN				
109	Regular Hourly Rate	HOURLY	\$105.00	\$102.90
110	Off-Shift Rate	HOURLY	\$157.50	\$154.35
111	Premium Rate	HOURLY	\$157.50	\$154.35
RESPONSE TECHNICIAN				
112	Regular Hourly Rate	HOURLY	\$68.25	\$66.89
113	Off-Shift Rate	HOURLY	\$102.38	\$100.33
114	Premium Rate	HOURLY	\$102.38	\$100.33
HEALTH AND SAFETY OFFICER				
115	Regular Hourly Rate	HOURLY	\$89.25	\$87.47
116	Off-Shift Rate	HOURLY	\$133.88	\$131.20

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
117	Premium Rate	HOURLY	\$133.88	\$131.20
ASBESTOS ABATEMENT SUPERVISOR				
118	Regular Hourly Rate	HOURLY	\$89.25	\$87.47
119	Off-Shift Rate	HOURLY	\$133.88	\$131.20
120	Premium Rate	HOURLY	\$133.88	\$131.20
ASBESTOS ABATEMENT WORKERS				
121	Regular Hourly Rate	HOURLY	\$50.40	\$49.39
122	Off-Shift Rate	HOURLY	\$75.60	\$74.09
123	Premium Rate	HOURLY	\$75.60	\$74.09
ASBESTOS TRANSPORTER				
124	Regular Hourly Rate	HOURLY	\$88.20	\$86.44
125	Off-Shift Rate	HOURLY	\$132.30	\$129.65
126	Premium Rate	HOURLY	\$132.30	\$129.65
LICENSED WATER WELL DRILLER				
127	Regular Hourly Rate	HOURLY	\$78.75	\$77.18
128	Off-Shift Rate	HOURLY	\$118.13	\$115.76
129	Premium Rate	HOURLY	\$118.13	\$115.76
PIPELINE REMOVAL FOREMAN				
130	Regular Hourly Rate	HOURLY	\$91.35	\$89.52
131	Off-Shift Rate	HOURLY	\$137.03	\$134.28
132	Premium Rate	HOURLY	\$137.03	\$134.28
LEAD BASED PAINT REMOVAL FOREMAN				
133	Regular Hourly Rate	HOURLY	\$91.35	\$89.52
134	Off-Shift Rate	HOURLY	\$137.03	\$134.28
135	Premium Rate	HOURLY	\$137.03	\$134.28
MOBILE DUAL PHASE EXTRACTION SPECIALIST				
136	Regular Hourly Rate	HOURLY	\$112.35	\$110.10
137	Off-Shift Rate	HOURLY	\$168.53	\$165.15
138	Premium Rate	HOURLY	\$168.53	\$165.15
SAMPLE COLLECTOR				
139	Regular Hourly Rate	HOURLY	\$73.50	\$72.03
140	Off-Shift Rate	HOURLY	\$110.25	\$108.05
141	Premium Rate	HOURLY	\$110.25	\$108.05
MASTER ELECTRICIAN				
142	Regular Hourly Rate	HOURLY	\$115.50	\$113.19
143	Off-Shift Rate	HOURLY	\$173.25	\$169.79
144	Premium Rate	HOURLY	\$173.25	\$169.79
MASTER PLUMBER				
145	Regular Hourly Rate	HOURLY	\$115.50	\$113.19
146	Off-Shift Rate	HOURLY	\$173.25	\$169.79
147	Premium Rate	HOURLY	\$173.25	\$169.79
LANDSCAPER				
148	Regular Hourly Rate	HOURLY	\$67.20	\$65.86
149	Off-Shift Rate	HOURLY	\$100.80	\$98.78
150	Premium Rate	HOURLY	\$100.80	\$98.78
LANDSCAPE FOREMAN				
151	Regular Hourly Rate	HOURLY	\$78.75	\$77.18
152	Off-Shift Rate	HOURLY	\$118.13	\$115.76
153	Premium Rate	HOURLY	\$118.13	\$115.76
LANDSCAPE LABORER				
154	Regular Hourly Rate	HOURLY	\$57.75	\$56.60
155	Off-Shift Rate	HOURLY	\$86.63	\$84.89
156	Premium Rate	HOURLY	\$86.63	\$84.89

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
DESIGN ASSISTANCE				
157	Regular Hourly Rate	HOURL	\$89.25	\$87.47
158	Off-Shift Rate	HOURL	\$133.88	\$131.20
159	Premium Rate	HOURL	\$133.88	\$131.20
SENIOR LANDSCAPE DESIGNER				
160	Regular Hourly Rate	HOURL	\$152.25	\$149.21
161	Off-Shift Rate	HOURL	\$228.38	\$223.81
162	Premium Rate	HOURL	\$228.38	\$223.81
IRRIGATION TECHNICIAN				
163	Regular Hourly Rate	HOURL	\$58.28	\$57.11
164	Off-Shift Rate	HOURL	\$87.41	\$85.66
165	Premium Rate	HOURL	\$87.41	\$85.66
MOWER/GARDNER				
166	Regular Hourly Rate	HOURL	\$42.00	\$41.16
167	Off-Shift Rate	HOURL	\$63.00	\$61.74
168	Premium Rate	HOURL	\$63.00	\$61.74
HEAVY EQUIPMENT OPERATORS				
169	Regular Hourly Rate	HOURL	\$94.50	\$92.61
170	Off-Shift Rate	HOURL	\$141.75	\$138.92
171	Premium Rate	HOURL	\$141.75	\$138.92
MECHANIC/WELDER				
172	Regular Hourly Rate	HOURL	\$94.50	\$92.61
173	Off-Shift Rate	HOURL	\$141.75	\$138.92
174	Premium Rate	HOURL	\$141.75	\$138.92
ONSITE SECURITY GUARD				
175	Regular Hourly Rate	HOURL	\$42.00	\$41.16
176	Off-Shift Rate	HOURL	\$63.00	\$61.74
177	Premium Rate	HOURL	\$63.00	\$61.74
LANDSCAPE FOREMAN				
178	Regular Hourly Rate	HOURL	\$44.10	\$43.22
179	Off-Shift Rate	HOURL	\$66.15	\$64.83
180	Premium Rate	HOURL	\$66.15	\$64.83
SENIOR LANDSCAPE DESIGNER				
181	Regular Hourly Rate	HOURL	\$141.75	\$138.92
182	Off-Shift Rate	HOURL	\$212.63	\$208.37
183	Premium Rate	HOURL	\$212.63	\$208.37
LABORERS				
184	Regular Hourly Rate	HOURL	\$42.00	\$41.16
185	Off-Shift Rate	HOURL	\$63.00	\$61.74
186	Premium Rate	HOURL	\$63.00	\$61.74
LABORATORY SERVICES - Soil, 10 Day Turn Around Time (TAT)				
187	Terracore Kit	EACH	\$29.40	\$28.81
188	Metal (one metal) (EPA 3050A/6010B)	EACH	\$44.10	\$43.22
189	Metal (mercury) (EPA 3050A/7471A)	EACH	\$44.10	\$43.22
190	Metals (8 RCRA metals) (EPA 3050A/6010B)	EACH	\$154.88	\$151.78
191	Priority Pollutant Metals (13 metals) (EPA 3050A/6010B)	EACH	\$210.00	\$205.80
192	Metals (Total 30 metals) (EPA 3050B/6010B)	EACH	\$327.60	\$321.05

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
193	Metals (TCLP 8 RCRA metals) (EPA 1311/6010B)	EACH	\$231.00	\$226.38
194	Metals (SPLP 8 RCRA metals) (EPA 1312/6010B)	EACH	\$231.00	\$226.38
195	Metal (TCLP one metal) (EPA 1311/6010B)	EACH	\$115.50	\$113.19
196	Metal (SPLP one metal) (EPA 1311/6010B)	EACH	\$115.50	\$113.19
197	Volatiles (Total Volatile Organics) (EPA 5035/8240 or 8260)	EACH	\$185.33	\$181.62
198	Volatiles (BTEX + MTBE) (EPA 5035/8260B)	EACH	\$76.65	\$75.12
199	Volatiles (BTEX) (EPA 5035B/8260B)	EACH	\$70.88	\$69.46
200	Volatiles (TCLP) (EPA 1311/8260B)	EACH	\$231.00	\$226.38
201	Volatiles (SPLP) (EPA 1312/8260B)	EACH	\$231.00	\$226.38
202	Semi-volatiles (Total Semi-volatiles) (EPA 3540, 3541, 3550/8270C)	EACH	\$309.75	\$303.56
203	Semi-volatiles (PAH) (EPA 3540, 3541, 3550/8270C)	EACH	\$210.00	\$205.80
204	Semi-volatiles (PCB) (EPA 3540, 3541, 3550/8082)	EACH	\$115.50	\$113.19
205	Semi-volatiles (TCLP) (EPA 1311/8270C)	EACH	\$393.75	\$385.88
206	Semi-volatiles (SPLP) (EPA 1312/8270C)	EACH	\$393.75	\$385.88
207	Total Petroleum Hydrocarbons (TX 1006)	EACH	\$280.88	\$275.26
208	Total Petroleum Hydrocarbons (TX 1005)	EACH	\$84.00	\$82.32
209	Pesticides (8081A)	EACH	\$183.75	\$180.08
210	Herbicides (8151A)	EACH	\$262.50	\$257.25
211	Glycols (8015)	EACH	\$152.25	\$149.21
212	Tentatively-Identified Compounds	EACH	\$278.25	\$272.69
213	Geotechnical Parameters (All)	EACH	\$1,260.00	\$1,234.80
214	Dry Bulk Density	EACH	\$89.25	\$87.47
215	Effective Porosity	EACH	\$273.00	\$267.54
216	Fraction Organic Carbon	EACH	\$189.00	\$185.22
217	Intrinsic Permeability	EACH	\$309.75	\$303.56
218	Water Content	EACH	\$47.25	\$46.31
LABORATORY SERVICES - Water, 10 Day Turn Around Time (TAT)				
219	Metal (one metal) (EPA 3050A/6010B)	EACH	\$33.60	\$32.93
220	Metal (mercury) (EPA 3050A/7471A)	EACH	\$42.00	\$41.16
221	Metals (8 RCRA metals) (EPA 3050A/6010B)	EACH	\$154.88	\$151.78
227	Semi-volatiles (Total Semi-volatiles) (EPA 3540, 3541, 3550/8270C)	EACH	\$309.75	\$303.56
228	Semi-volatiles (PAH) (EPA 3540, 3541, 3550/8270C)	EACH	\$210.00	\$205.80
229	Semi-volatiles (PCB) (EPA 3540, 3541, 3550/8082)	EACH	\$115.50	\$113.19
230	Semi-volatiles (TCLP) (EPA 1311/8270C)	EACH	\$393.75	\$385.88
231	Semi-volatiles (SPLP) (EPA 1312/8270C)	EACH	\$393.75	\$385.88
232	Total Petroleum Hydrocarbons (TX 1006)	EACH	\$280.88	\$275.26
233	Total Petroleum Hydrocarbons (TX 1005)	EACH	\$84.00	\$82.32

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
234	Pesticides (8081A)	EACH	\$183.75	\$180.08
235	Herbicides (8151A)	EACH	\$262.50	\$257.25
236	Glycols (8015)	EACH	\$152.25	\$149.21
237	Tentatively-Identified Compounds	EACH	\$278.25	\$272.69
238	Total Dissolved Solids (EPA 160.1)	EACH	\$33.60	\$32.93
LABORATORY SERVICES - Indoor Air, 10 Day Turn Around Time (TAT)				
239	Polarized Light Microscopy (PLM) coupled with dispersion staining (EPA Method 600/R-93/116)	EACH	\$22.05	\$21.61
240	PLM by Point Count (EPA Method 600/R-93/116 adapted for point counting)	EACH	\$89.25	\$87.47
241	Phase Contrast Microscopy (PCM) (NIOSH Method 7400)	EACH	\$18.90	\$18.52
242	Mold/Fungi, Tape-Wipe Sample (5 Business Day TAT)	EACH	\$88.20	\$86.44
243	Mold/Fungi, Air Sample (5 Business Day TAT)	EACH	\$88.20	\$86.44
VEHICLES AND TRAILERS				
244	TRUCK, PICKUP	DAY	\$115.50	\$113.19
245	TRUCK, PICKUP	WEEK	\$462.00	\$452.76
246	TRUCK, UP TO 1-TON WITH POWER LIFT GATE	DAY	\$178.50	\$174.93
247	TRUCK, UP TO 1-TON WITH POWER LIFT GATE	WEEK	\$708.75	\$694.58
248	BOX TRUCK, 30 FOOT, 59,900 LB. GVW	DAY	\$204.75	\$200.66
249	BOX TRUCK, 30 FOOT, 59,900 LB. GVW	WEEK	\$1,008.00	\$987.84
250	SEMI TRACTOR	DAY	\$913.50	\$895.23
251	SEMI TRACTOR	WEEK	\$4,672.50	\$4,579.05
252	EMERGENCY RESPONSE TRAILER	DAY	\$488.25	\$478.49
253	EMERGENCY RESPONSE TRAILER	WEEK	\$2,520.00	\$2,469.60
254	MOBILE COMMAND & COMMUNICATIONS TRAILER, (20-50 FT.)	DAY	\$1,732.50	\$1,697.85
255	MOBILE COMMAND & COMMUNICATIONS TRAILER, (20-50 FT.)	WEEK	\$8,636.25	\$8,463.53
256	TRAILER (TRAVEL) 20-50 FOOT	DAY	\$525.00	\$514.50
257	TRAILER (TRAVEL) 20-50 FOOT	WEEK	\$2,520.00	\$2,469.60
258	TANDEM AXLE UTILITY TRAILER	DAY	\$367.50	\$360.15
259	TANDEM AXLE UTILITY TRAILER	WEEK	\$1,522.50	\$1,492.05
PERSONAL PROTECTIVE EQUIPMENT				
260	LEVEL A (INCLUDING PROTECTIVE SUITS AND SUPPLIED AIR APPARATUS)	DAY	\$2,205.00	\$2,160.90
261	LEVEL B (INCLUDING PROTECTIVE SUITS AND SUPPLIED AIR APPARATUS)	DAY	\$215.25	\$210.95
262	LEVEL C (INCLUDING PROTECTIVE SUITS AND RESPIRATORS)	DAY	\$110.25	\$108.05
DRUMS, TANKS, PUMPS & HOSES				
263	5 GALLON D.O.T	EACH	\$18.90	\$18.52
264	16 GALLON POLY (CLOSED HEAD)	EACH	\$42.53	\$41.67
265	16 GALLON POLY (OPEN HEAD)	EACH	\$42.53	\$41.67
266	16 GALLON STEEL (CLOSED HEAD)	EACH	\$42.53	\$41.67

SSCI Discount Rates 2024

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SSCI Standard Rate Sheet 2024 - Single Disc Rate - TIPS 230601 & 23010402 - 2024 Rate Increase 3.27.24

SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
267	30 GALLON POLY (OPEN HEAD)	EACH	\$56.70	\$55.57
268	55 GALLON POLY (CLOSED HEAD)	EACH	\$79.28	\$77.69
269	55 GALLON POLY (OPEN HEAD)	EACH	\$79.28	\$77.69
270	55 GALLON STEEL (OPEN HEAD)	EACH	\$79.28	\$77.69
271	85 GALLON POLY (OPEN HEAD)	EACH	\$204.75	\$200.66
272	95 GALLON POLY (OPEN HEAD)	EACH	\$378.00	\$370.44
273	DRUM LINERS (6 MIL) OR GREATER	EACH	\$6.30	\$6.17
274	CYLINDER CONTAINMENT DEVICE	EACH	\$2,047.50	\$2,006.55
275	CYLINDER TAPPING DEVICE	EACH	\$735.00	\$720.30
276	2000 GALLON POLY TANK	DAY	\$47.25	\$46.31
277	2000 GALLON POLY TANK	WEEK	\$299.25	\$293.27
278	SPILL GUARD FOR 2000 GALLON POLY TANK	DAY	\$47.25	\$46.31
279	SPILL GUARD FOR 2000 GALLON POLY TANK	WEEK	\$299.25	\$293.27
280	6500 GALLON POLY TANK	DAY	\$50.40	\$49.39
281	6500 GALLON POLY TANK	WEEK	\$341.25	\$334.43
282	SPILL GUARD FOR 6500 GALLON POLY TANK	DAY	\$52.50	\$51.45
283	SPILL GUARD FOR 6500 GALLON POLY TANK	WEEK	\$341.25	\$334.43
284	20,000 GALLON FRAC TANK	DAY	\$68.25	\$66.89
285	20,000 GALLON FRAC TANK	WEEK	\$446.25	\$437.33
286	SPILL GUARD FOR 20,000 GALLON POLY TANK	DAY	\$60.90	\$59.68
287	SPILL GUARD FOR 20,000 GALLON POLY TANK	WEEK	\$430.50	\$421.89
288	PUMP, 1" DRUM TRANSFER	DAY	\$36.75	\$36.02
289	PUMP, 1" DRUM TRANSFER	WEEK	\$123.38	\$120.91
290	PUMP, 2" AIR DIAPHRAGM	DAY	\$123.38	\$120.91
291	PUMP, 2" AIR DIAPHRAGM	WEEK	\$426.30	\$417.77
292	PUMP, 2" CENTRIFUGAL	DAY	\$68.25	\$66.89
293	PUMP, 2" CENTRIFUGAL	WEEK	\$214.20	\$209.92
294	PUMP, 2" TRASH	DAY	\$173.25	\$169.79
295	PUMP, 2" TRASH	WEEK	\$556.50	\$545.37
296	PUMP, 3" TRASH	DAY	\$173.25	\$169.79
297	PUMP, 3" TRASH	WEEK	\$554.40	\$543.31
298	PUMP, AIR DRIVEN, CHEMICAL RESISTANT	DAY	\$430.50	\$421.89
299	PUMP, AIR DRIVEN, CHEMICAL RESISTANT	WEEK	\$1,732.50	\$1,697.85
300	PUMP, ELECTRIC, BARREL	DAY	\$36.75	\$36.02
301	PUMP, ELECTRIC, BARREL	WEEK	\$136.50	\$133.77
302	HOSE, 2", 25 FEET	DAY	\$31.50	\$30.87
303	HOSE, 2", 25 FEET	WEEK	\$126.00	\$123.48
304	HOSE, 3", 25 FEET	DAY	\$31.50	\$30.87
305	HOSE, 3", 25 FEET	WEEK	\$126.00	\$123.48
HEAVY EQUIPMENT				
306	BACKHOE, MIN. CASE 580 SUPER M SERIES 3 OR EQUIVALENT	DAY	\$1,260.00	\$1,234.80

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
307	BACKHOE, MIN. CASE 580 SUPER M SERIES 3 OR EQUIVALENT	WEEK	\$5,092.50	\$4,990.65
308	BACKHOE, MIN. CASE 590 SUPER M SERIES 3 OR EQUIVALENT	DAY	\$1,050.00	\$1,029.00
309	BACKHOE, MIN. CASE 590 SUPER M SERIES 3 OR EQUIVALENT	WEEK	\$4,252.50	\$4,167.45
310	DOZER, MIN. CASE 850L OR EQUIVALENT	DAY	\$1,050.00	\$1,029.00
311	DOZER, MIN. CASE 850L OR EQUIVALENT	WEEK	\$4,252.50	\$4,167.45
312	COMPACTOR (HAND HELD), MULTIQUIP, MVC88VGE, REVERSIBLE W/ 13.7 QUART WATER SELF-CONTAINED OR EQUAL	DAY	\$509.25	\$499.07
313	COMPACTOR (HAND HELD), MULTIQUIP, MVC88VGE, REVERSIBLE W/ 13.7 QUART WATER SELF-CONTAINED OR EQUAL	WEEK	\$1,995.00	\$1,955.10
314	COMPACTOR (PNEUMATIC TIRED), 14 TON, 9-WHEEL, CATERPILLAR PS150B OR EQUAL	DAY	\$1,207.50	\$1,183.35
315	COMPACTOR (PNEUMATIC TIRED), 14 TON, 9-WHEEL, CATERPILLAR PS150B OR EQUAL	WEEK	\$4,620.00	\$4,527.60
316	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP323C, 48 IN., 15,000 LBS APPLIED FORCE, 80 HP OR EQUAL	DAY	\$997.50	\$977.55
317	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP323C, 48 INC., 15,000 LBS APPLIED FORCE, 80 HP OR EQUAL	WEEK	\$3,937.50	\$3,858.75
318	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP433C, 66 IN., 28,000 LBS APPLIED FORCE, 107 HP OR EQUAL	DAY	\$1,128.75	\$1,106.18
319	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP433C, 66 IN., 28,000 LBS APPLIED FORCE, 107 HP OR EQUAL	WEEK	\$4,567.50	\$4,476.15
320	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP563D, 84 IN., 50,000 LBS APPLIED FORCE, 145 HP OR EQUAL	DAY	\$1,260.00	\$1,234.80
321	COMPACTOR (VIBRATORY), PADDED DRUM, CAT CP563D, 84 IN., 50,000 LBS APPLIED FORCE, 145 HP OR EQUAL	WEEK	\$5,040.00	\$4,939.20
322	COMPACTOR (VIBRATORY), SMOOTH DRUM, CAT CS433C, 66 IN., 28,000 LBS APPLIED FORCE, 107 HP OR EQUAL	DAY	\$1,207.50	\$1,183.35
323	COMPACTOR (VIBRATORY), SMOOTH DRUM, CAT CS563C, 84 IN., 50,000 LBS APPLIED FORCE, 145 HP OR EQUAL	WEEK	\$4,830.00	\$4,733.40
324	COMPACTOR, ASPHALT, CAT CB224C, STEEL DOUBLE DRUM, 47 IN., 6,570 LBS. APPLIED FORCE	DAY	\$1,207.50	\$1,183.35

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
325	COMPACTOR, ASPHALT, CAT CB224C, STEEL DOUBLE DRUM, 47 IN., 6,570 LBS. APPLIED FORCE	WEEK	\$4,830.00	\$4,733.40
326	VACUUM TRUCK, 80 BARREL CAPACITY	HOURL	\$141.75	\$138.92
327	VACUUM TRUCK, 80 BARREL CAPACITY	DAY	\$1,417.50	\$1,389.15
328	VACUUM TRUCK, 130 BARREL CAPACITY	HOURL	\$152.25	\$149.21
329	VACUUM TRUCK, 130 BARREL CAPACITY	DAY	\$1,522.50	\$1,492.05
330	SUPER SUCKER, 80 BARREL CAPACITY	HOURL	\$241.50	\$236.67
331	SUPER SUCKER, 80 BARREL CAPACITY	DAY	\$2,415.00	\$2,366.70
332	DUMP TRUCK, 6 CUBIC YARD CAPACITY	HOURL	\$99.75	\$97.76
333	DUMP TRUCK, 6 CUBIC YARD CAPACITY	DAY	\$997.50	\$977.55
334	DUMP TRUCK, 12 CUBIC YARD CAPACITY	HOURL	\$110.25	\$108.05
335	DUMP TRUCK, 12 CUBIC YARD CAPACITY	DAY	\$1,102.50	\$1,080.45
336	DUMP TRAILER/TRUCK, 25 CUBIC YARD CAPACITY	HOURL	\$141.75	\$138.92
337	DUMP TRAILER/TRUCK, 25 CUBIC YARD CAPACITY	DAY	\$1,417.50	\$1,389.15
338	FRONT END LOADER, 2 CUBIC YARD CAPACITY	HOURL	\$141.75	\$138.92
339	FRONT END LOADER, 2 CUBIC YARD CAPACITY	DAY	\$1,417.50	\$1,389.15
340	FRONT END LOADER, 2 CUBIC YARD CAPACITY	WEEK	\$5,460.00	\$5,350.80
341	ROLL-OFF BOX, 20 CUBIC YARD CAPACITY WITH LINER AND TARP	DAY	\$36.75	\$36.02
342	ROLL-OFF BOX, 20 CUBIC YARD CAPACITY WITH LINER AND TARP	WEEK	\$157.50	\$154.35
343	ROLL-OFF BOX, 30 CUBIC YARD CAPACITY WITH LINER AND TARP	DAY	\$47.25	\$46.31
344	ROLL-OFF BOX, 30 CUBIC YARD CAPACITY WITH LINER AND TARP	WEEK	\$199.50	\$195.51
345	BOBCAT, S300 SKID STEER LOADER OR EQUIVALENT	DAY	\$630.00	\$617.40
346	BOBCAT, S300 SKID STEER LOADER OR EQUIVALENT	WEEK	\$2,992.50	\$2,932.65
347	EXCAVATOR, CAT M315D OR EQUIVALENT	DAY	\$2,047.50	\$2,006.55
348	EXCAVATOR, CAT M315D OR EQUIVALENT	WEEK	\$8,662.50	\$8,489.25
349	RUBBER TIRE LOADER, CAT 950H OR EQUIVALENT	DAY	\$1,260.00	\$1,234.80
350	RUBBER TIRE LOADER, CAT 950H OR EQUIVALENT	WEEK	\$5,092.50	\$4,990.65
351	TRACK LOADER, CAT 963D OR EQUIVALENT	DAY	\$2,047.50	\$2,006.55
352	TRACK LOADER, CAT 963D OR EQUIVALENT	WEEK	\$8,662.50	\$8,489.25
353	FORK LIFT, ROUGH TERRAIN, 8,000 POUND CAPACITY	DAY	\$997.50	\$977.55
354	FORK LIFT, ROUGH TERRAIN, 8,000 POUND CAPACITY	WEEK	\$4,042.50	\$3,961.65

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355	ROAD BROOM, BROCE BROOM RJT-350 OR EQUAL	DAY	\$787.50	\$771.75
356	ROAD BROOM, BROCE BROOM RJT-350 OR EQUAL	WEEK	\$3,412.50	\$3,344.25
357	VACUUM BOX, 25 CUBIC YARD	DAY	\$78.75	\$77.18
358	VACUUM BOX, 25 CUBIC YARD	WEEK	\$472.50	\$463.05
359	MDPE EQUIPMENT (COMPLETE)	DAY	\$6,037.50	\$5,916.75
360	MDPE EQUIPMENT (COMPLETE)	WEEK	\$18,847.50	\$18,470.55
361	DRILLING RIG, MOBIL B-15 OR EQUAL	DAY	\$4,042.50	\$3,961.65
362	DRILLING RIG, MOBILIZATION, LESS THAN 50 MILES	MILE	\$8.93	\$8.75
363	DRILLING RIG, MOBILIZATION, GREATER THAN 50 MILES	MILE	\$11.03	\$10.80
MISCELLANEOUS EQUIPMENT & PORTABLE ANALYTICAL AND DETECTION EQUIPMENT				
364	AIR COMPRESSOR, MIN. 100 CFM	DAY	\$472.50	\$463.05
365	BATTERY CHARGER	DAY	\$15.75	\$15.44
366	BATTERY CHARGER	WEEK	\$68.25	\$66.89
367	CHAIN SAW	DAY	\$94.50	\$92.61
368	CHAIN SAW	WEEK	\$456.75	\$447.62
369	CHOP SAW	DAY	\$94.50	\$92.61
370	CHOP SAW	WEEK	\$456.75	\$447.62
371	DIGITAL CAMERA	DAY	\$63.00	\$61.74
372	DIGITAL CAMERA	WEEK	\$304.50	\$298.41
373	GLOBAL POSITIONING SYSTEM	DAY	\$94.50	\$92.61
374	GLOBAL POSITIONING SYSTEM	WEEK	\$462.00	\$452.76
375	GREASE GUN	DAY	\$18.90	\$18.52
376	GREASE GUN	WEEK	\$78.75	\$77.18
379	WEED EATER/BUSH CUTTER	DAY	\$68.25	\$66.89
380	STANDARD CONSTRUCTION FENCE, CHAIN LINK, (6 FEET HIGH, INSTALLED), PER LINEAR FEET	PER LFT PER WEEK	\$71.40	\$69.97
381	STANDARD CONSTRUCTION FENCE, ORANGE PLASTIC, (INSTALLED), PER LINEAR FEET	PER LFT	\$21.00	\$20.58
382	TEMPORARY FENCING (CHAIN LINK) 100 FEET	PER LFT PER DAY	\$99.75	\$97.76
383	TEMPORARY FENCING (CHAIN LINK) 100 FEET	PER LFT PER WEEK	\$498.75	\$488.78
384	TEMPORARY FENCING (CHAIN LINK) PER LINEAR FEET	PER LFT PER MONTH	\$2,121.00	\$2,078.58
385	TIMBER MATS - 8 FEET X 16 FEET, 3-PLY LAMINATED WOODEN MATS	WEEK	\$57.75	\$56.60
386	TIMBER MATS - 8 FEET X 16 FEET, 3-PLY LAMINATED WOODEN MATS	MONTH	\$231.00	\$226.38
387	COMBUSTABLE GAS/OXYGEN METER	DAY	\$68.25	\$66.89
388	PHOTO IONIZATION DETECTOR (PID)	DAY	\$99.75	\$97.76
389	FLAME IONIZATION DETECTOR	DAY	\$126.00	\$123.48
390	FIELD HAZ-MAT	EACH	\$105.00	\$102.90
391	MERCURY VAPOR ANALYZER	DAY	\$262.50	\$257.25
392	PH METER	DAY	\$47.25	\$46.31

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SERVICE TITLE	DESCRIPTION	UNIT	STANDARD LIST PRICE	DISCOUNT RATE
393	SALINITY/CONDUCTIVITY/ TEMPERATURE METER	DAY	\$63.00	\$61.74
394	HYDROCARBON FIELD TEST	EACH	\$92.40	\$90.55
395	DRAGER AIR SAMPLING KIT (DET. TUBES ADD.) OR EQUIVALENT	DAY	\$65.10	\$63.80
396	PARTICULATE MONITOR	DAY	\$243.60	\$238.73
397	GENERATOR, 5 KILOWAT, WITH LIGHTS	DAY	\$115.50	\$113.19
398	PRESSURE WASHER, HEATED, MIN. 3000 PSI	DAY	\$456.75	\$447.62
399	PRESSURE WASHER, COLD, MIN. 3000 PSI	DAY	\$153.30	\$150.23
400	PORTA-POTTY RENTAL	DAY	\$18.90	\$18.52
401	PORTA-POTTY RENTAL	WEEK	\$75.60	\$74.09
EXPENDABLE GOODS				
402	WARNING TAPE	ROLL	\$54.60	\$53.51
403	HAZARDOUS MATERIAL WARNING TAPE	ROLL	\$54.60	\$53.51
404	POLYETHYLENE SHEETING, BLACK, 2 MIL., 20 FEET X 100 FEET ROLL	ROLL	\$141.75	\$138.92
405	ROPE, 1/4" POLY 600' PER ROLL	ROLL	\$60.90	\$59.68
406	ROPE, 1/2" POLY 600' PER ROLL	ROLL	\$102.90	\$100.84
407	LIME, (50 LB. BAG)	BAG	\$64.05	\$62.77
408	SODA ASH (50 LB. BAG)	BAG	\$33.60	\$32.93
409	CITRIC ACID (50 LB. BAG)	BAG	\$92.40	\$90.55
410	HYDROCHLORIC ACID	GALLON	\$18.90	\$18.52
411	SULFURIC ACID	GALLON	\$18.90	\$18.52
412	VERMICULITE, (6 CUBIC FOOT BAG)	BAG	\$33.60	\$32.93
413	BAGS, PLASTIC, 40 GAL., 6 MIL., UNMARKED	EACH	\$2.36	\$2.32
414	WOOD STAKES	EACH	\$2.36	\$2.32
415	DECON BRUSHES	EACH	\$18.90	\$18.52
416	SORBENT PADS (18" X 18" 9 OZ. WT. 100 BALE)	BALE	\$152.25	\$149.21
417	SORBENT PILLOWS (14" X 25" 10 PER BALE)	BALE	\$225.75	\$221.24
418	MOPS/MOP HEADS	EACH	\$47.25	\$46.31
419	OIL ABSORBENT, GRANULAR CLAY 50 LB. BAG	BAG	\$23.10	\$22.64
420	BATTERY, AA	EACH	\$1.94	\$1.90
421	BATTERY, C	EACH	\$4.73	\$4.63
422	BATTERY, D	EACH	\$3.68	\$3.60
423	BATTERY, 6 VOLT	EACH	\$12.60	\$12.35
424	BATTERY, 12 VOLT	EACH	\$183.75	\$180.08
425	GAYLORD BOX	EACH	\$110.25	\$108.05
426	BOX LINER FOR GAYLORD BOX	EACH	\$44.10	\$43.22
427	PALLET 45' x 48' x 5"	EACH	\$68.25	\$66.89
428	GREASE CARTRIDGE	EACH	\$6.30	\$6.17
429	PORTLAND CEMENT, 80 POUND BAG	EACH	\$23.63	\$23.15
430	BENTONITE CHIPS, 80 POUND BAG	EACH	\$34.65	\$33.96
TRAFFIC CONTROL DEVICES				
431	CONES	DAY	\$4.73	\$4.63

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432	CONES	WEEK	\$23.63	\$23.15
433	DRUMS/BARREL	DAY	\$4.73	\$4.63
434	DRUMS/BARREL	WEEK	\$23.63	\$23.15
435	BARRICADES	DAY	\$7.88	\$7.72
436	BARRICADES	WEEK	\$44.10	\$43.22
437	ARROW BOARD	DAY	\$89.25	\$87.47
438	ARROW BOARD	WEEK	\$446.25	\$437.33
439	TRAFFIC CONTROL PLAN (TEXAS MUTCD COMPLIANT FOR WORK ON THE SHOULDER)	EACH	\$1,417.50	\$1,389.15
440	TRAFFIC CONTROL PLAN (TEXAS MUTCD COMPLIANT FOR LANE CLOSURE ON 30 MPH TWO LANE)	EACH	\$1,942.50	\$1,903.65
441	TRAFFIC CONTROL PLAN (TEXAS MUTCD COMPLIANT FOR LANE CLOSURE ON 60 MPH FOUR LANE)	EACH	\$1,942.50	\$1,903.65
HAZARDOUS AND MICROBIAL TREATMENT				
442	BOOM DEPLOYMENT BOAT	DAY	\$740.25	\$725.45
443	BOOM DEPLOYMENT BOAT	WEEK	\$3,701.25	\$3,627.23
444	MINI SKIMMER	DAY	\$787.50	\$771.75
445	MINI SKIMMER	WEEK	\$3,937.50	\$3,858.75
446	FLOATING SKIMMER	DAY	\$735.00	\$720.30
447	FLOATING SKIMMER	WEEK	\$3,675.00	\$3,601.50
448	SKIM PAC, SMALL	EACH	\$498.75	\$488.78
449	BOOM, ABSORBENT, 5" X 10' (4 PER BALE)	BALE	\$131.25	\$128.63
450	BOOM, ABSORBENT, 6" X 12' (4 PER BALE)	BALE	\$183.75	\$180.08
451	BOOM, ABSORBENT, 8" X 20' (2 PER BALE)	BALE	\$246.75	\$241.82
452	BOOM, CONTAINMENT, 10"	EACH	\$126.00	\$123.48
453	BOOM, CONTAINMENT, 18"	EACH	\$215.25	\$210.95
454	BOOM CLEANING, PER SECTION	EACH	\$215.25	\$210.95
455	MICROBIAL REMEDIATION AGENT OR SURFACTANT	GALLON	\$39.90	\$39.10
456	MICROBIAL REMEDIATION AGENT OR SURFACTANT, 30 GALLON DRUM	EACH	\$2,047.50	\$2,006.55
REPORT PREPARATION				
457	TCEQ-00495: UNDERGROUND AND ABOVE GROUND STORAGE TANK CONSTRUCTION NOTIFICATION FORM	EACH	\$44.10	\$43.22
458	TCEQ-00621: RELEASE DETERMINATION REPORT FORM FOR PETROLEUM STORAGE TANKS	EACH	\$2,887.50	\$2,829.75
459	TNRCC-00025: PRODUCT RECOVERY REPORT FORM FOR PETROLEUM STORAGE TANK	EACH	\$1,312.50	\$1,286.25
460	TNRCC-10208: CORRESPONDENCE IDENTIFICATION SHEET FOR PETROLEUM STORAGE TANK	EACH	\$68.25	\$66.89

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461	TNRCC-00030: FINAL SITE CLOSURE REPORT FORM	EACH	\$1,417.50	\$1,389.15
462	TNRCC-00507: NOTICE OF CORRECTIVE ACTION (PST)	EACH	\$682.50	\$668.85
463	TCEQ-0017: PETROLEUM STORAGE TANK FIELD ACTIVITY REPORT	EACH	\$892.50	\$874.65
464	HEALTH AND SAFETY PLAN (SITE SPECIFIC) IN ACCORDANCE WITH OSHA GUIDELINES AND REGULATIONS FOR HAZARDOUS WASTE AND PST SITES.	EACH	\$2,047.50	\$2,006.55
465	TCEQ-0028: SITE CLOSURE REQUEST FORM	EACH	\$997.50	\$977.55
466	TDSHS NOTIFICATION OF IMPENDING COMMENCEMENT OF ASBESTOS REMOVAL ACTIVITIES	EACH	\$309.75	\$303.56
467	ASBESTOS ABATEMENT HAZARD COMMUNICATION PROGRAM	EACH	\$472.50	\$463.05
468	ASBESTOS ABATEMENT PERSONNEL LISTING	EACH	\$892.50	\$874.65
469	WATER WELL PLUGGING AND ABANDONMENT REPORTS	EACH	\$367.50	\$360.15
470	TXG830000 PERMIT APPLICATION	EACH	\$1,155.00	\$1,131.90
471	PI-7 APPLICATION	EACH	\$577.50	\$565.95
HURRICANE/DISASTER RESPONSE				
472	PORTABLE TEMPORARY LIGHTENING - 60 WATT	DAY	\$26.25	\$25.73
473	PORTABLE TEMPORARY LIGHTENING - 200 WATT	DAY	\$68.25	\$66.89
474	TOW BEHIND TEMPORARY LIGHTENING - 23' VERTICAL MAST	DAY	\$199.50	\$195.51
475	GENERATOR, 45 KILOWATTS	DAY	\$577.50	\$565.95
476	GENERATOR, 5000-7000 WATTS	DAY	\$157.50	\$154.35
477	POWER STEAM CLEANER	DAY	\$157.50	\$154.35
478	MOISTURE METER	DAY	\$36.75	\$36.02
479	HUMIDITY METER	WEEK	\$73.50	\$72.03
480	INFRARED (IR) CAMERA	DAY	\$199.50	\$195.51
481	SHOP VAC	DAY	\$47.25	\$46.31
482	SMALL DEHUMIDIFIER	DAY	\$68.25	\$66.89
483	LARGE DEHUMIDIFIER	DAY	\$131.25	\$128.63
484	RAGS	BOX	\$57.75	\$56.60
485	BLOWER	DAY	\$36.75	\$36.02
486	DRYING FAN/HEATER	EACH	\$99.75	\$97.76

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.

Separation Systems Consultants, Inc.
Houston, TX United States

Certificate Number:
2025-1267488

Date Filed:
02/10/2025

Date Acknowledged:
02/11/2025

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.

2025136
Abatement Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hodges, Helen	Houston, TX United States	X	
	Hodges, Donald E.	Houston, TX United States	X	
	Marks, Lynn	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)

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

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Date Filed:
02/10/2025

Date Acknowledged:

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Separation Systems Consultants, Inc.
Houston, TX United States

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Williamson County

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2025136
Abatement Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hodges, Helen	Houston, TX United States	X	
	Hodges, Donald E.	Houston, TX United States	X	
	Marks, Lynn	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

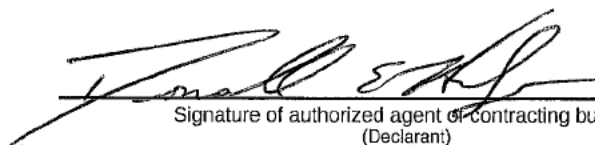
6 UNSWORN DECLARATION

My name is Donald E. Hodges, PE Secretary, and my date of birth is [REDACTED].

My address is [REDACTED], 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 10 day of Feb., 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**62.****Meeting Date:** 02/25/2025

Receive the February 2025 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 February 2025 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

February 2025 Construction Summary Report

February 2025 PowerPoint Presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 11:19 AM

Started On: 02/20/2025 10:16 AM



ROAD BOND PROGRAM

Construction Summary Report

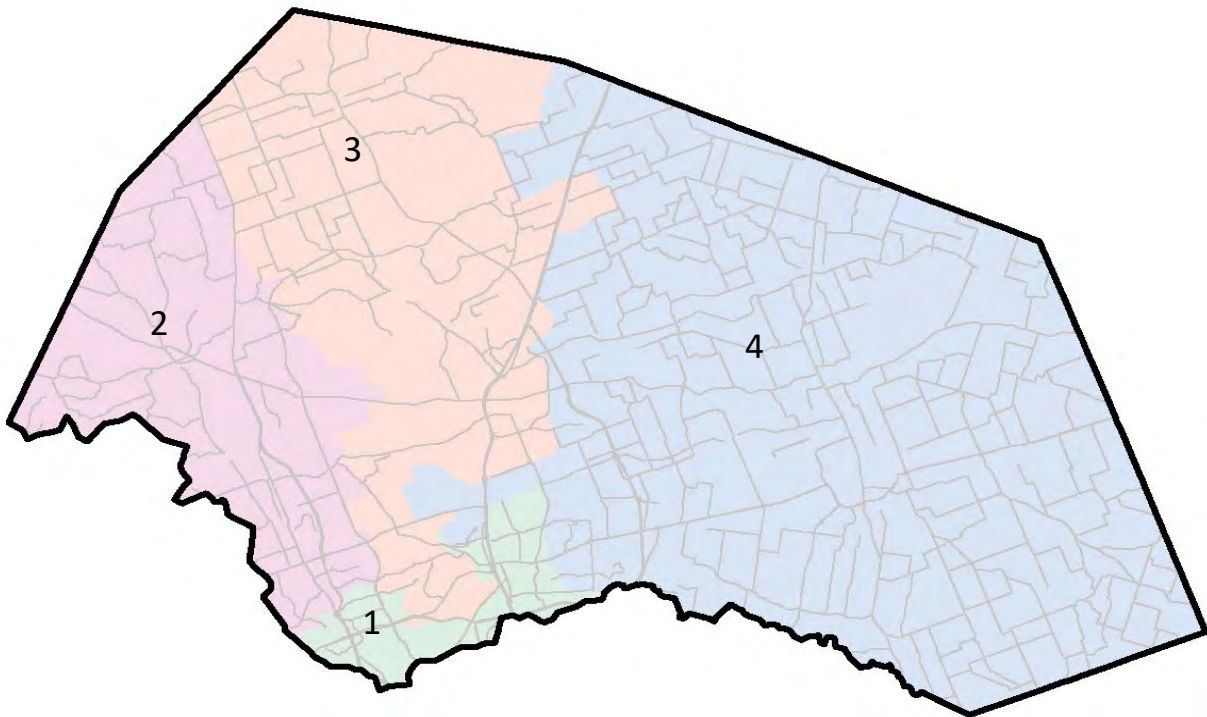
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

January 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.1



Presented By:



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WILLIAMSON COUNTY

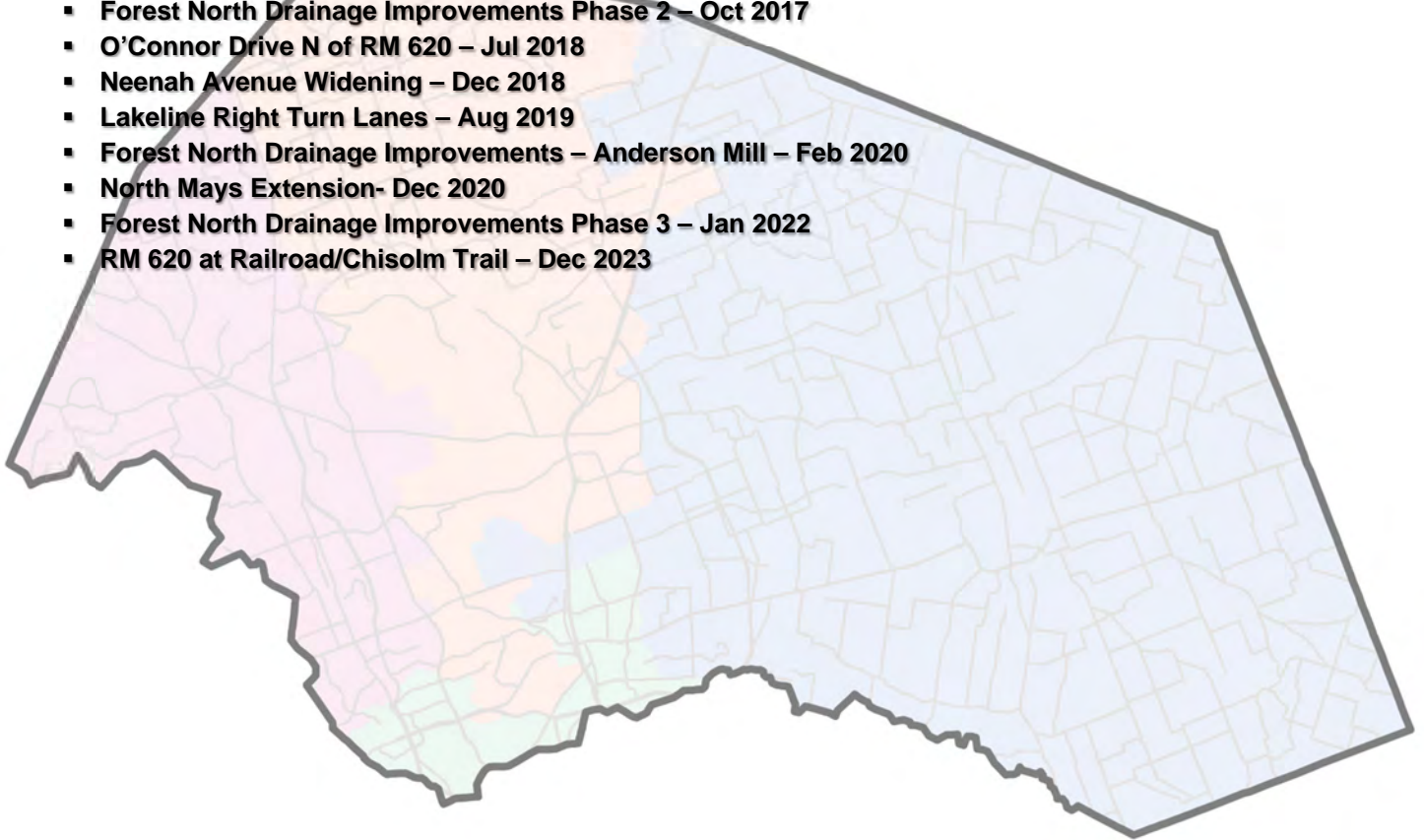
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2025

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 JANUARY 2025

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

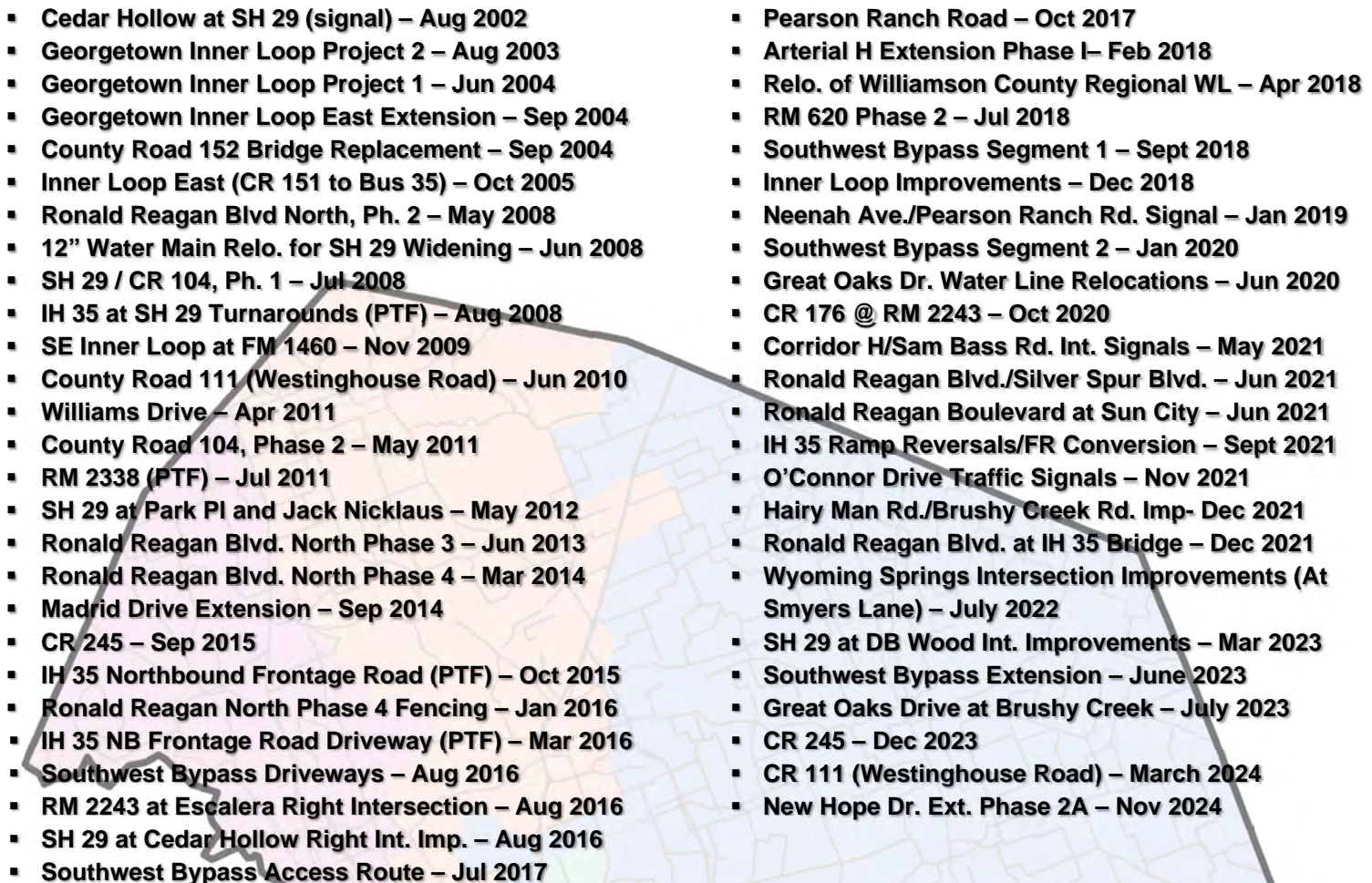
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2025

Precinct 3

- 
- A map of Williamson County, Texas, with Precinct 3 highlighted in a light blue color. The map shows the county's irregular shape and the network of roads within it. Precinct 3 is located in the central-eastern part of the county, covering a significant portion of the area. The list of completed projects is overlaid on the map, with some projects specifically mentioning locations within 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
 - New Hope Dr. Ext. Phase 2A – Nov 2024

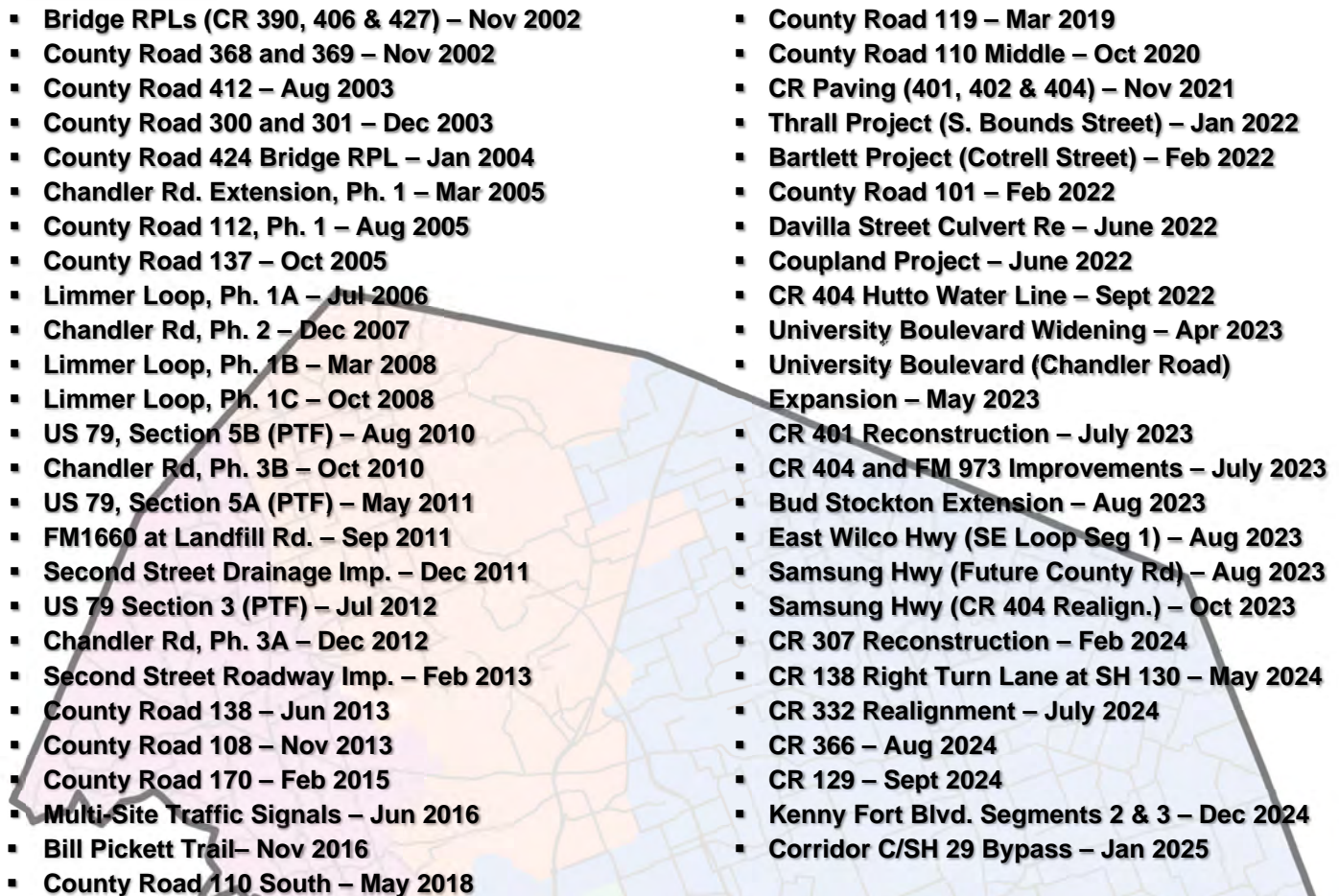
WILLIAMSON COUNTY

ROAD BOND PROGRAM

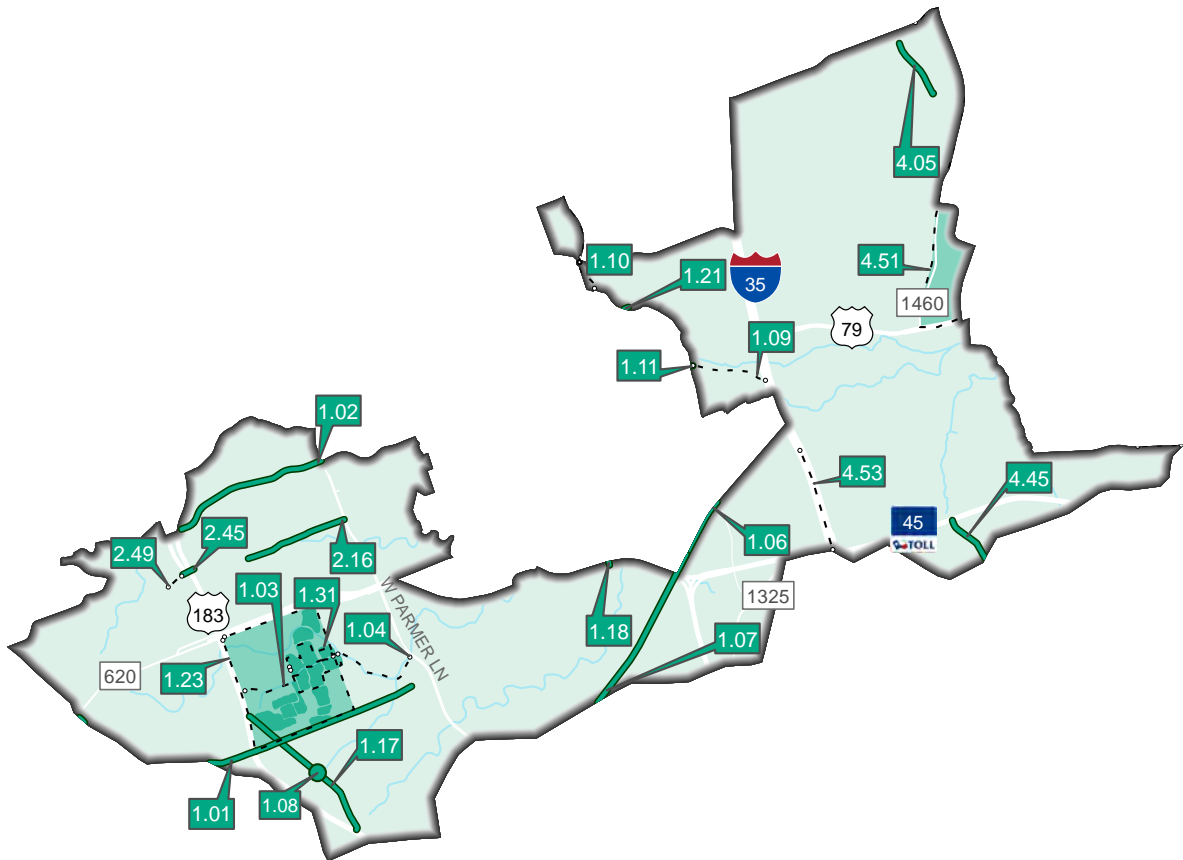
COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2025

Precinct 4

- 
- A map of Williamson County, Texas, with Precinct 4 highlighted in orange. The map shows the county's irregular shape and internal road network. Precinct 4 is located in the western-central part of the county. The list of completed projects is organized into two columns, with the left column corresponding to the orange-shaded area of Precinct 4 and the right column covering the rest of the county.
- 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 – Aug 2024
 - CR 129 – Sept 2024
 - Kenny Fort Blvd. Segments 2 & 3 – Dec 2024
 - Corridor C/SH 29 Bypass – Jan 2025

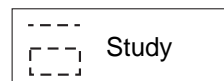
2000/2006 Road Bond Program Projects Precinct 1 - Commissioner Cook



Completed/Open to Traffic

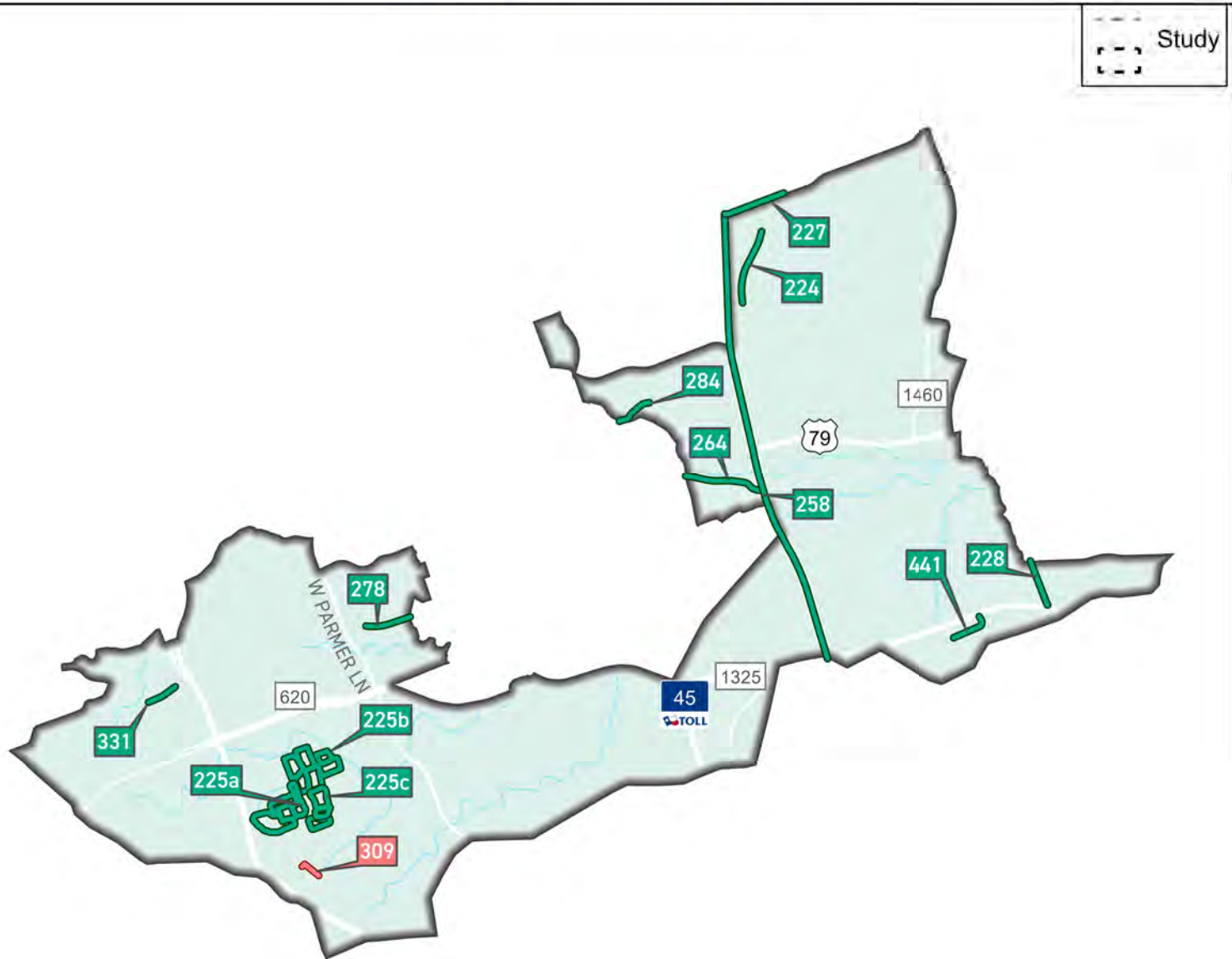
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage - Phase 1 ----
- 1.04 Lake Creek Drainage - Phase 2 ----
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility ----
- 1.10 Wyoming Springs North ----
- 1.11 RM 620 Interim Improvements - Phase 1
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45

- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Improvements - Phase 1 ----
- 1.31 Forest North Drainage Improvements - Phase 2 ----
- 1.31 Forest North Drainage Improvements - Phase 3
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
- 2.45 Lakeline Blvd. at US 183
- 2.49 Lakeline Blvd. Right Turn Lanes ----
- 4.05 CR 112 - Phase 1
- 4.45 CR 170
- 4.53 IH 35 Operational Analysis ----



2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

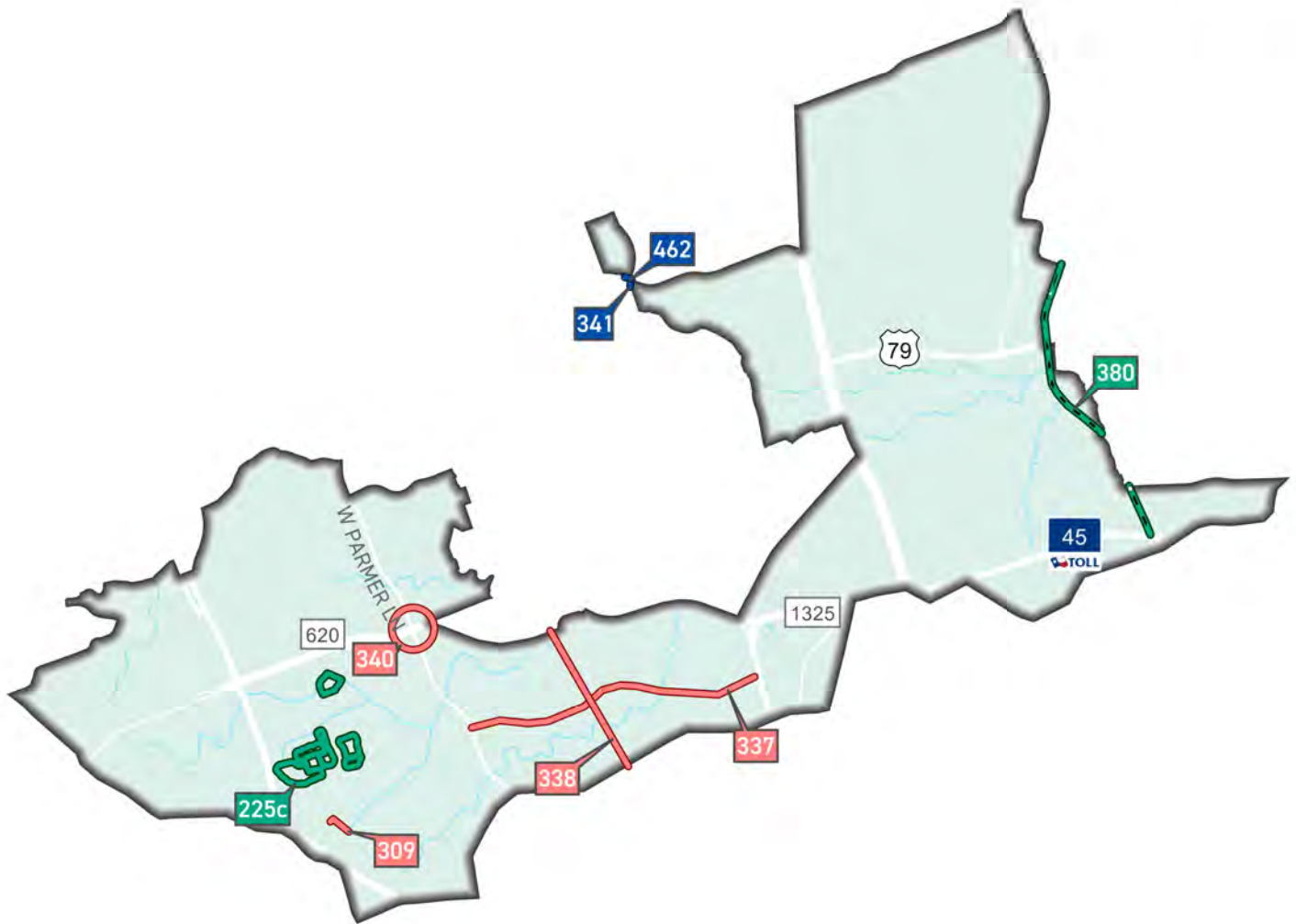
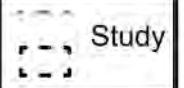
309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225a Forest North Drainage Improvements Anderson Mill Zone
- 225b Forest North Drainage Improvements Phase 2
- 225c Forest North Drainage Improvements Phase 3 (Design)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 331 Lakeline Boulevard Right Turn Lanes
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

- 309 Pond Springs Road Area Drainage Improvements
- 337 Anderson Mill Road (FM734 - Loop 1)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

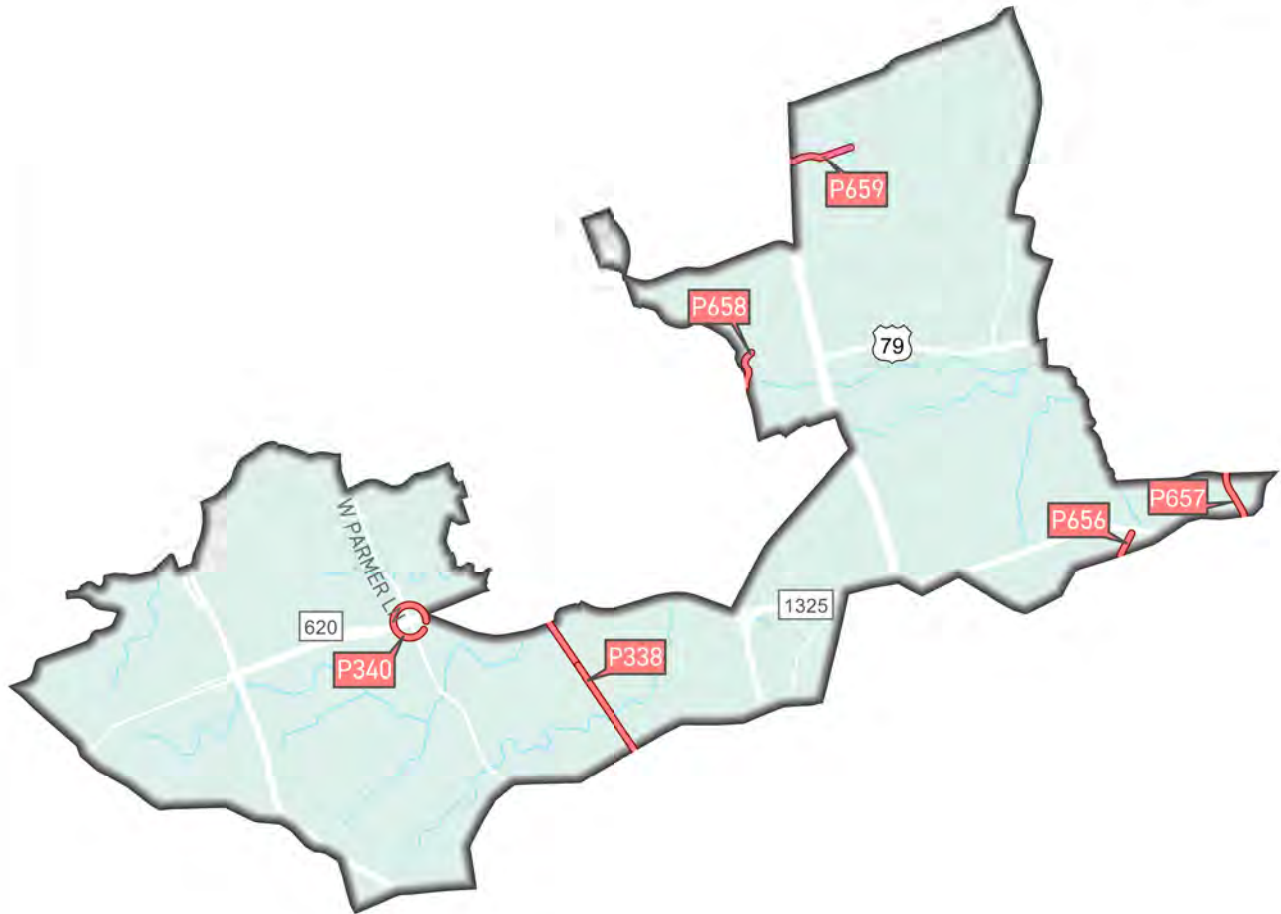
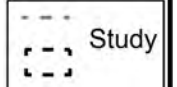
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

- 225c Forest North Drainage Improvements Phase 3
- 380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

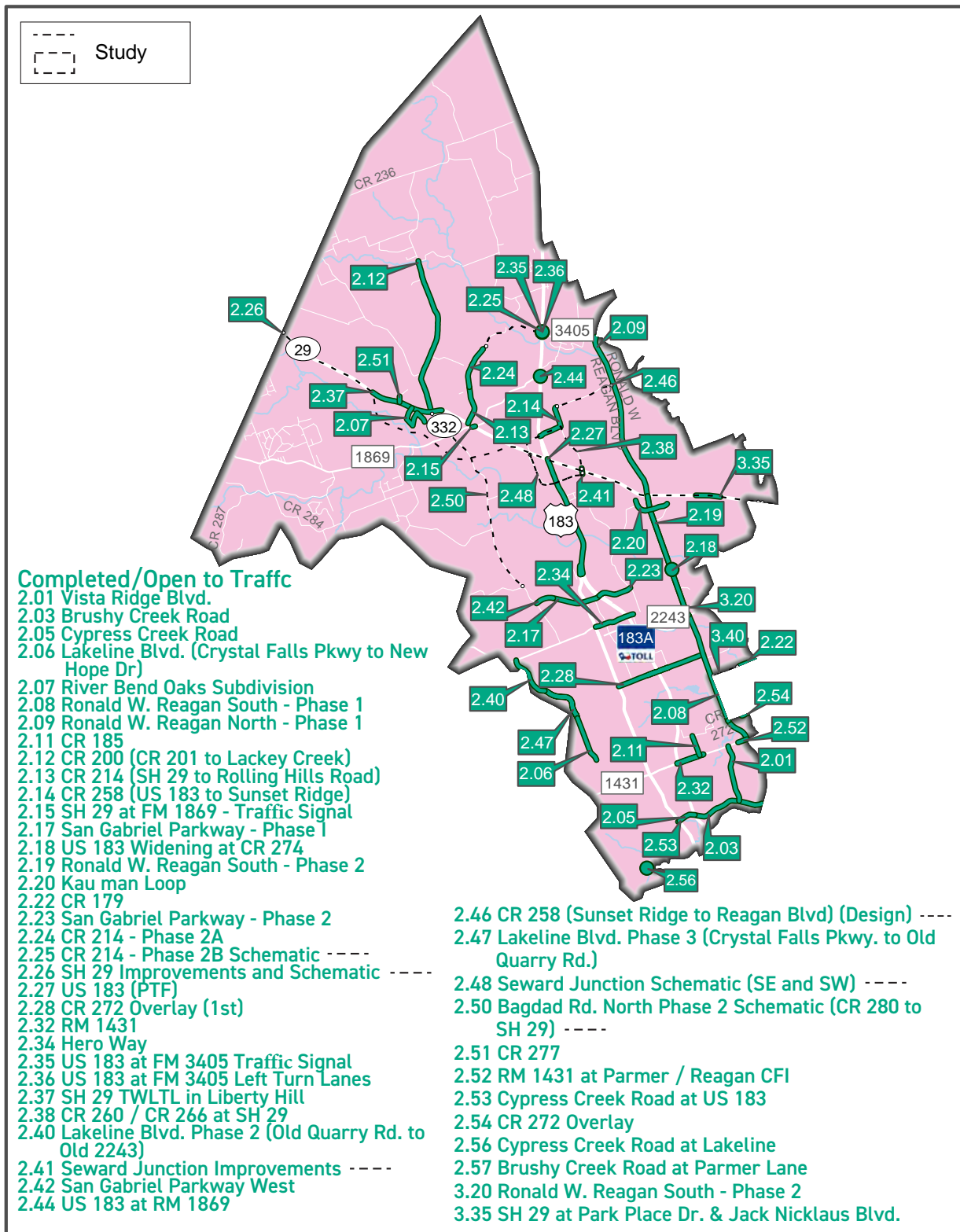
Precinct 1 - Commissioner Cook



In Design

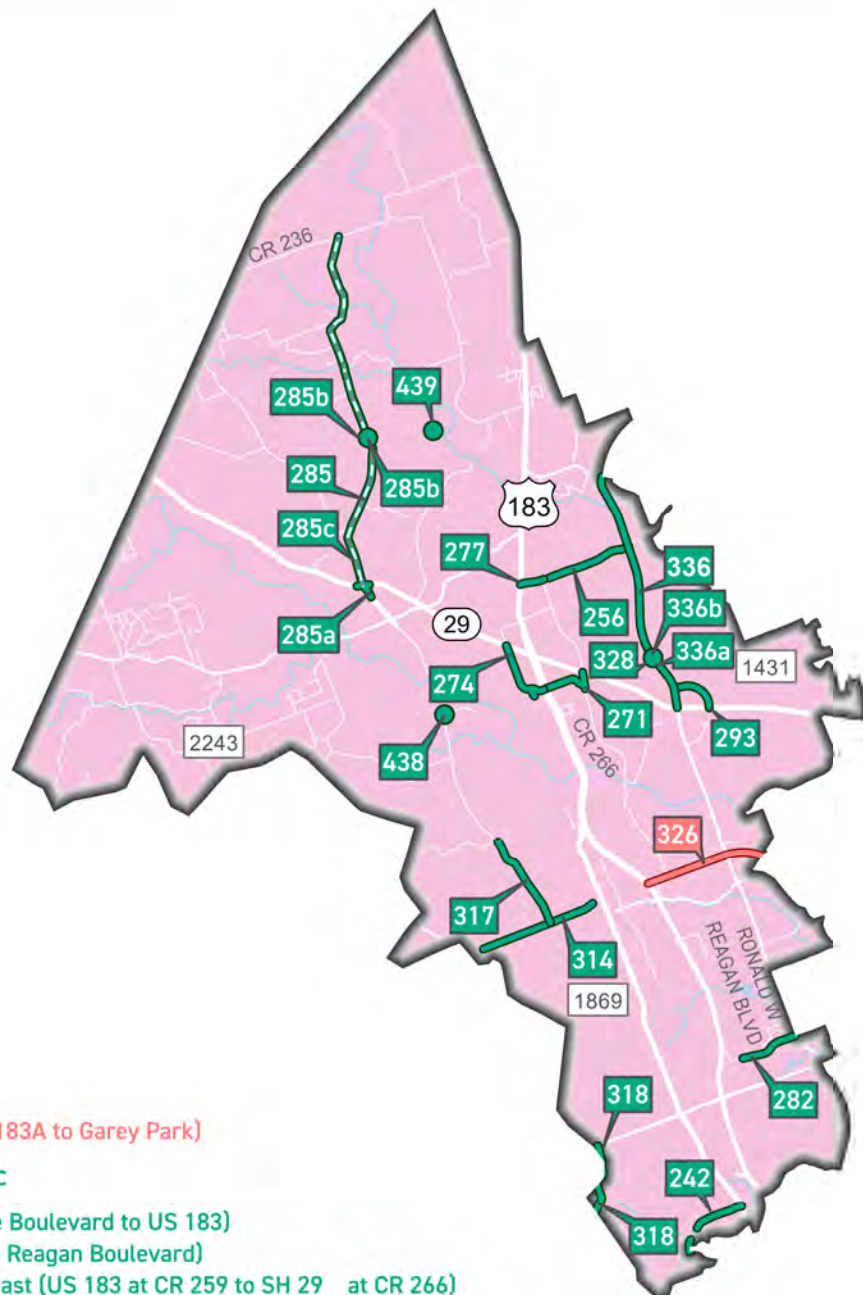
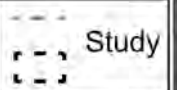
- P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
- P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
- P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
- P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
- P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
- P659 Eagles 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

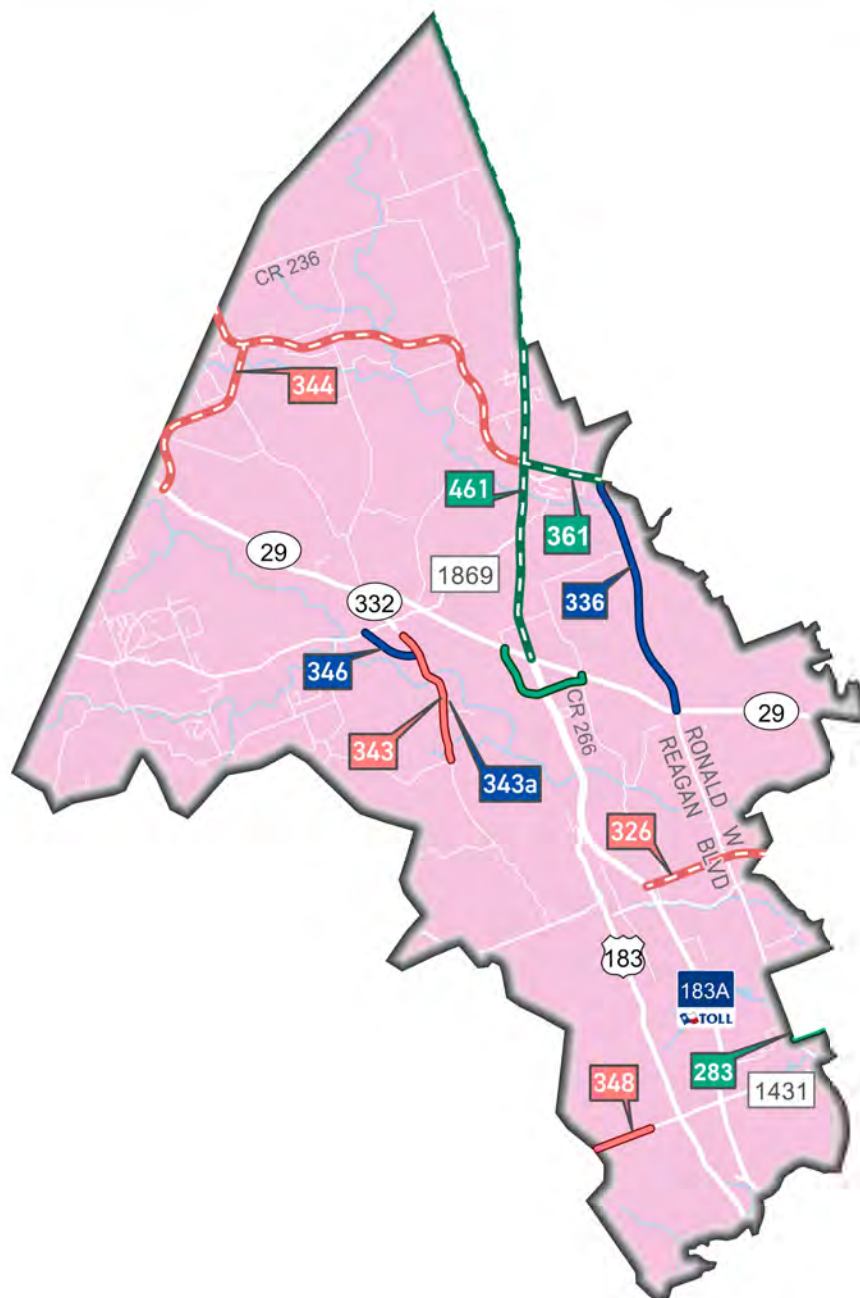
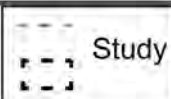
326 RM 2243 Realignment (183A to Garey Park)

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 (183A to Garey Park)
- 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 (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
- 343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
- 346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

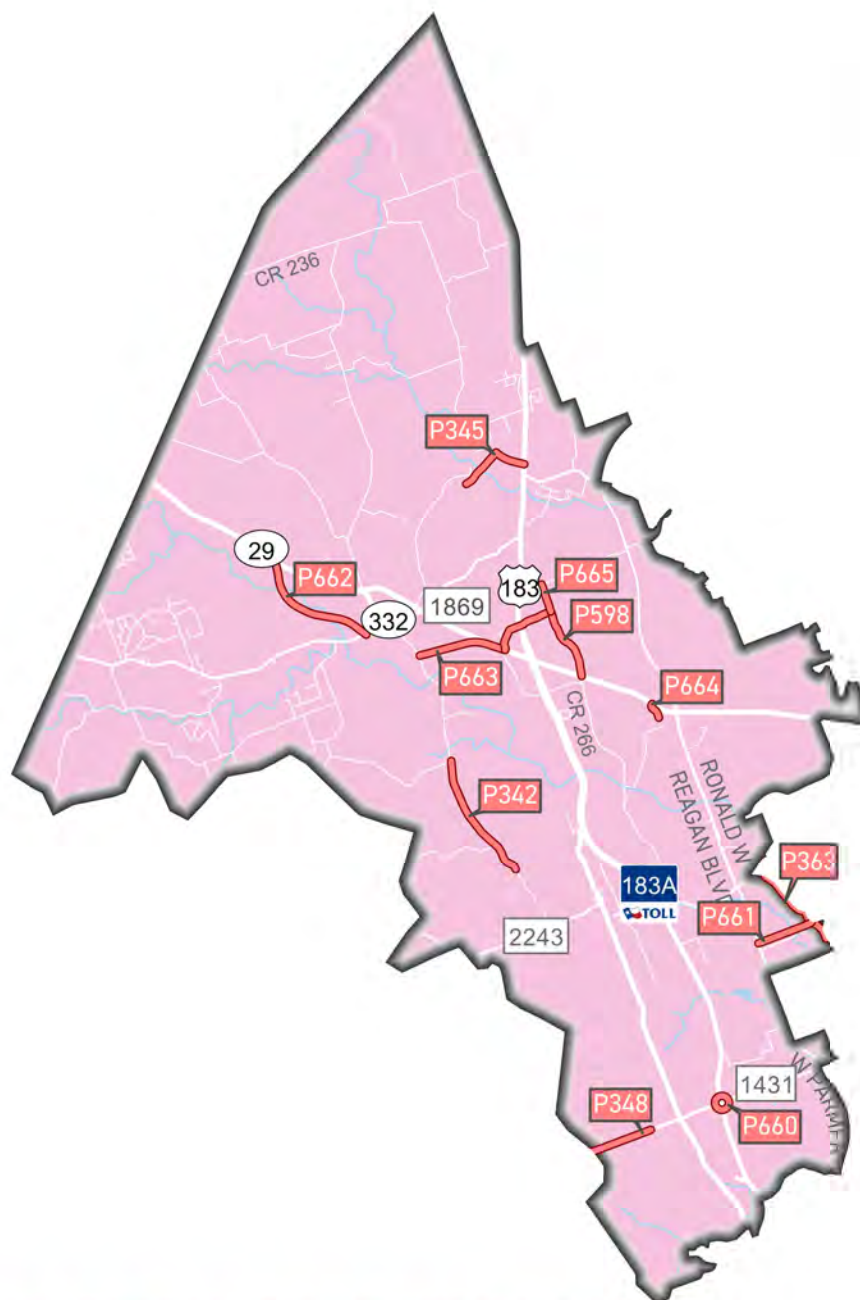
Completed/ Open to Traffic

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 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

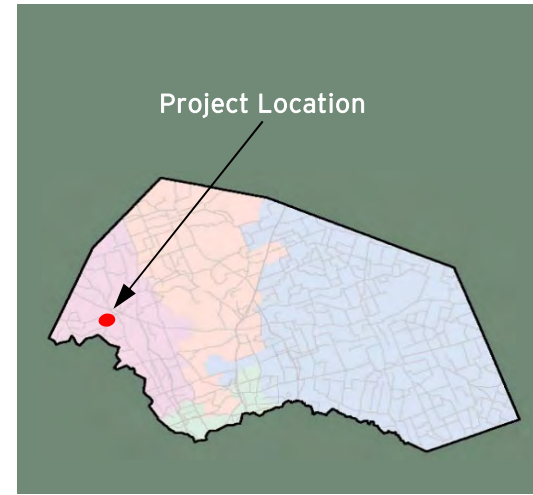
Precinct 2 - Commissioner Long

Study



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)



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



JANUARY 2025 IN REVIEW

1/3/25: No work performed due to the holidays.

1/10/25: Chasco Constructors continued to spread topsoil on the west side of Bagdad Road, Liberty Hill Bypass and FM 1869. Subcontractor J. Arbor began hydro mulching the west side of Bagdad Road.

1/17/25: Chasco Constructors switched traffic onto the newly widened portion of Bagdad Road on 1/15/25. Subcontractor Lone Star Paving primed and paved various driveways on Bagdad Road and Liberty Hill Bypass.

1/24/25: Chasco Constructors demolished the existing pavement and continued clearing right-of-way for the Bagdad Road widening. The contractor completed installing the box culvert that crosses Bagdad Road and began installing the City of Liberty Hill waterline.

1/31/25: Chasco Constructors continued clearing right-of-way for the eastern widening along Bagdad Road. The contractor formed and poured a portion of the headwall on the east side of the box culvert that crosses Bagdad Road.



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>Used</u>	<u>% Time</u> <u>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
7	8/1/2024	8/31/2024	31	\$637,416.74	\$6,339,002.05	-\$299,877.79	\$333,631.69	46	31
8	9/1/2024	9/30/2024	30	\$582,204.65	\$6,921,206.70	\$30,642.35	\$364,274.04	50	35
9	10/1/2024	10/31/2024	31	\$411,590.27	\$7,332,796.97	\$21,662.64	\$385,936.68	53	40
10	11/1/2024	11/30/2024	30	\$621,797.80	\$7,954,594.77	\$32,726.20	\$418,662.88	58	44
11	12/1/2024	12/31/2024	31	\$709,248.80	\$8,663,843.57	\$37,328.89	\$455,991.77	63	49

1/31/2025 Comments - Chasco Constructors hauled off spoils from the north side of Liberty Hill Bypass and on the east side of Bagdad Road. Chasco started excavating, embanking, and continued clearing right-of-way for the eastern widening along Bagdad Road. The contractor formed and poured a portion of the headwall on the east side of the box culvert that crosses Bagdad Road and began installing the City of Liberty Hill waterline. Subcontractor Woolery continued installing chain link fence around the Tributary 1 Bridge on Liberty Hill Bypass.

<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.

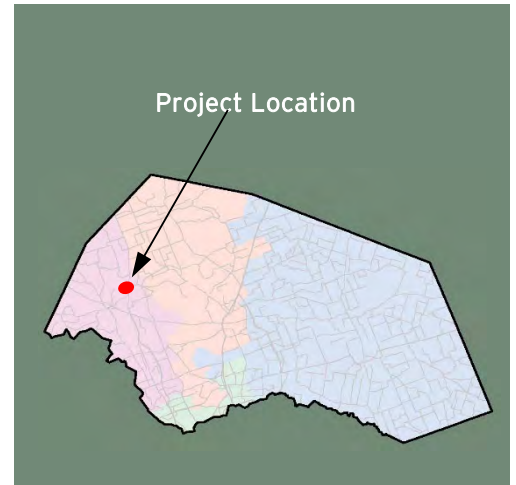
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/24/2024	\$ 21,500.00	\$ 50,760.00

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 (SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: \$52.2 Million



JANUARY 2025 IN REVIEW

1/3/25: No work performed due to the holidays.

1/10/25: Chasco continued forming and pouring concrete riprap by Abutment 6 at Tributary 2 to Sowe's Branch Bridge. Chasco continued excavating and embanking for retaining walls at various locations.

1/17/25: Chasco Constructors continued pouring cement stabilized backfill behind Abutment 8 of the Tributary 1 to Sowe's Branch Bridge. The contractor continued installing ductile iron pipe for the City of Georgetown waterline under the San Gabriel River on the east side of Ronald Reagan.

1/24/25: Chasco Constructors continued forming and pouring concrete for the footing and vertical wall panels of the cast-in-place Retaining Wall 4. Chasco began installing overhang brackets on the bridge beams of the Tributary 1 to Sowe's Branch Bridge.

1/31/25: Chasco Constructors began excavating and forming the retaining wall at Water Quality Pond 3. Subcontractor Texas Highway Walls continued placing mechanical stabilized earth panels on retaining walls 5 and 6.



Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

**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	
<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	8/23/2024	9/30/2024	28	\$2,029,611.47	\$2,029,611.47	\$225,512.39	\$225,512.39	4	3
2	10/1/2024	10/31/2024	31	\$2,645,578.35	\$4,675,189.82	\$293,953.15	\$519,465.54	10	6
3	11/1/2024	11/30/2024	30	\$4,173,296.52	\$8,848,486.34	\$463,699.61	\$983,165.15	19	9
4	12/1/2024	12/31/2024	31	\$1,533,429.88	\$10,381,916.22	\$170,381.10	\$1,153,546.25	22	12

1/31/2025 Comments - Chasco Constructors continued forming and pouring concrete for the footing and vertical wall panels of the cast-in-place Retaining Wall 4. Chasco continued excavating and embanking for retaining walls at various locations and placing rock riprap under the Tributary 2 to Sowe's Branch Bridge and Middle Fork San Gabriel River Bridge. The contractor continued working on Line G of the City of Georgetown water line (last section of the water line work). Chasco installed overhang brackets and began placing concrete panels and armor joints on the Tributary 1 to Sowe's Branch Bridge. Chasco began excavating and forming the retaining wall at Water Quality Pond 3. Subcontractor Texas Highway Walls placed mechanical stabilized earth panels on retaining walls 5 and 6.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/8/2179	\$ 145,428.00	\$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/26/2024	\$ 29,362.00	\$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	12/19/2024	\$ 28,962.50	\$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Adjusted Price = \$52,363,051.50

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

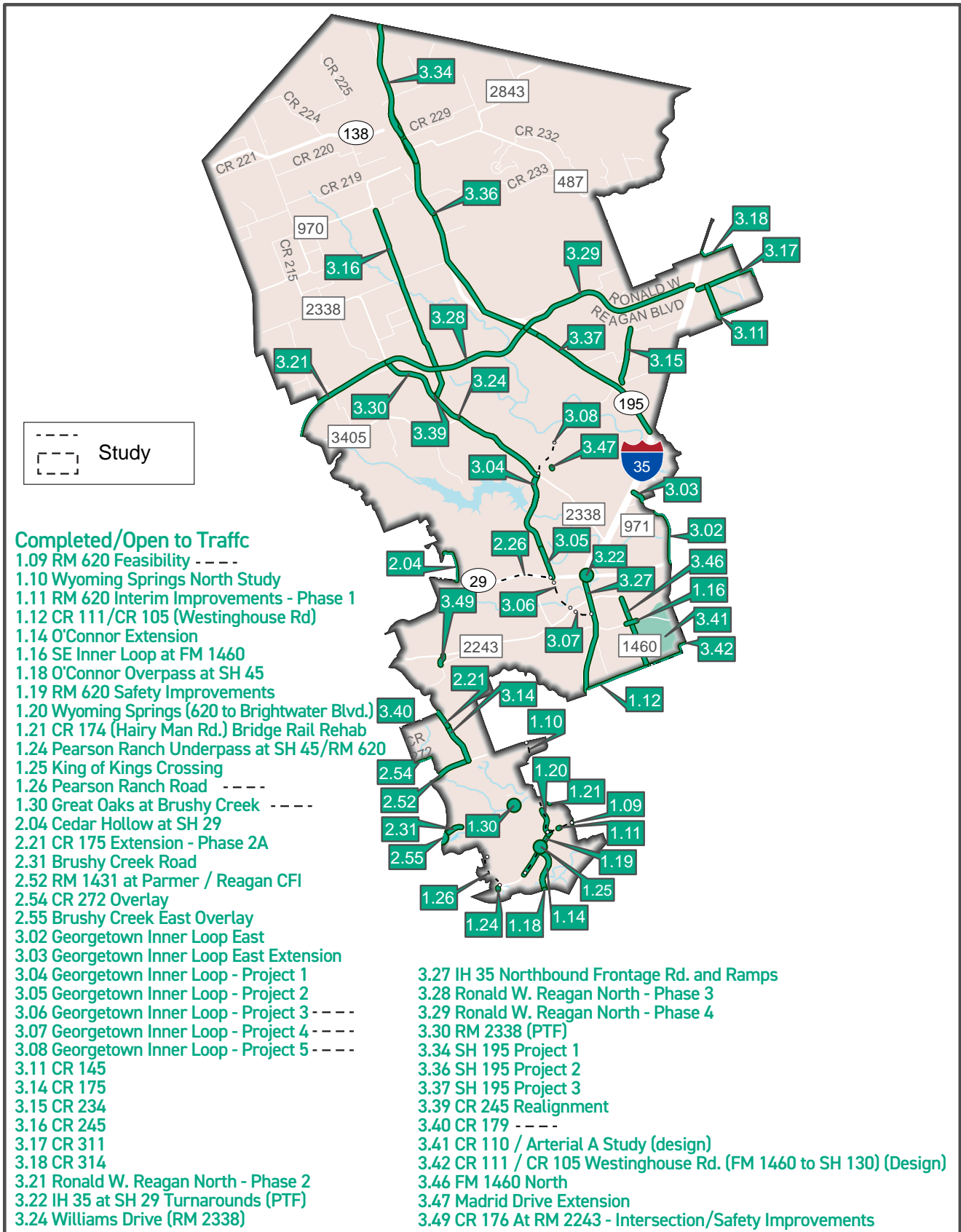
Original Contract Price = \$1,253,832.00

<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>
11/19/2024	11/26/2024	1/17/2025	1/27/2025			90		90

1/31/2025	Comments -	Rotten Apple began clearing right-of-way throughout the project. Subcontractor AK Fuquay Construction installed silt fence at various locations along Bagdad Road.
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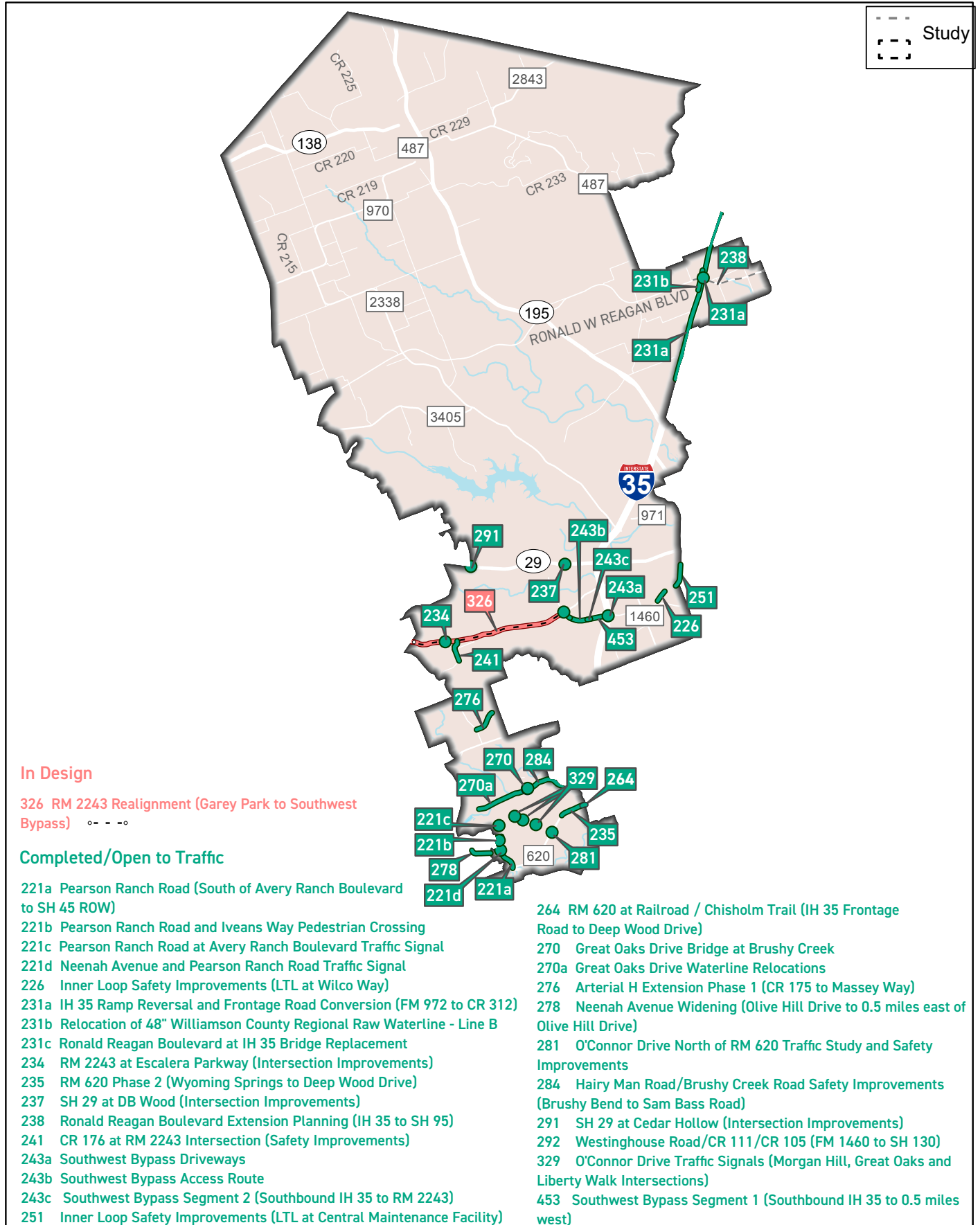
Adjusted Price = \$1,253,832.00

2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



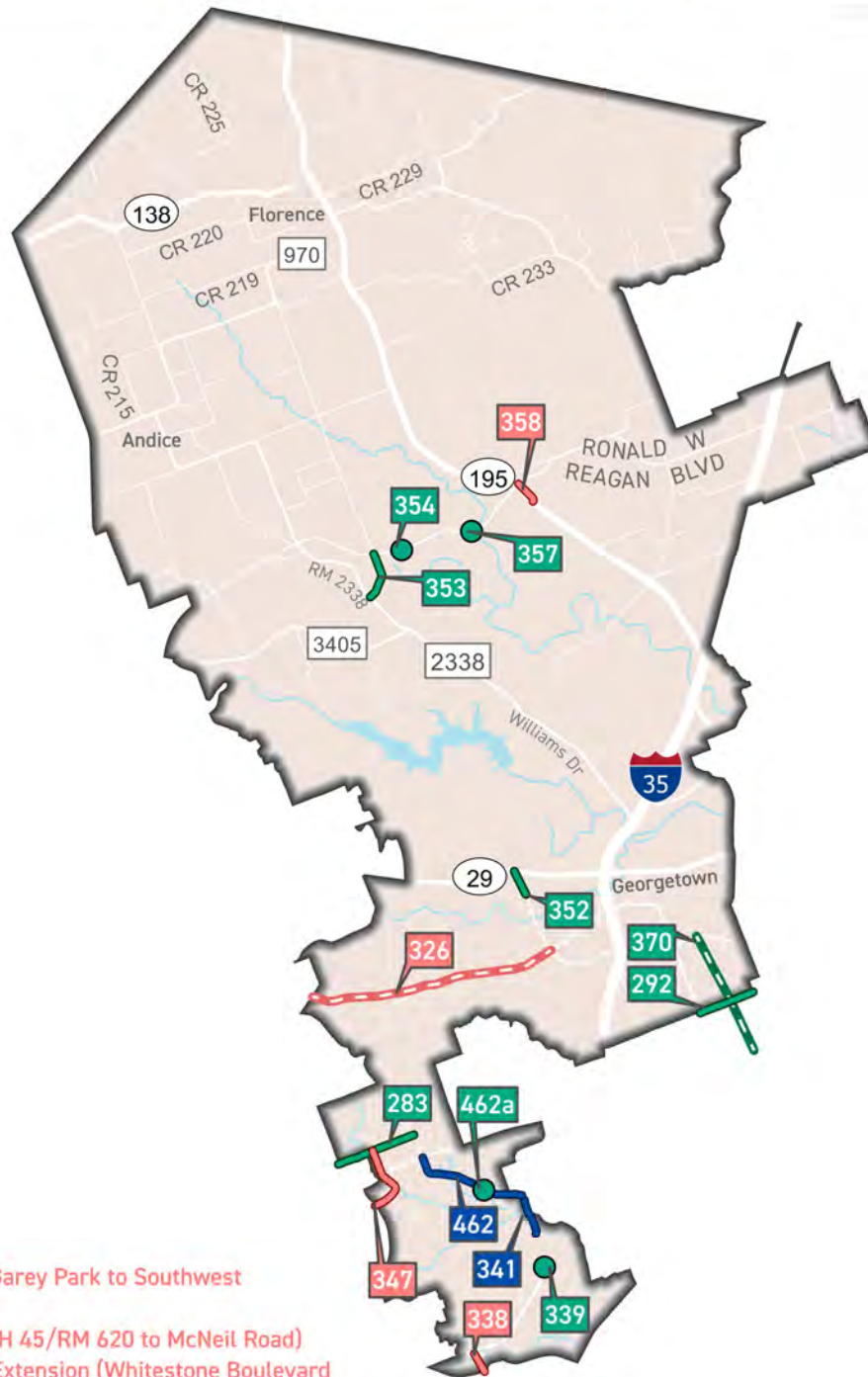
2013 ROAD BOND PROGRAM PROJECTS

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 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
- 347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
- 358 SH 195 at Ronald Reagan Boulevard

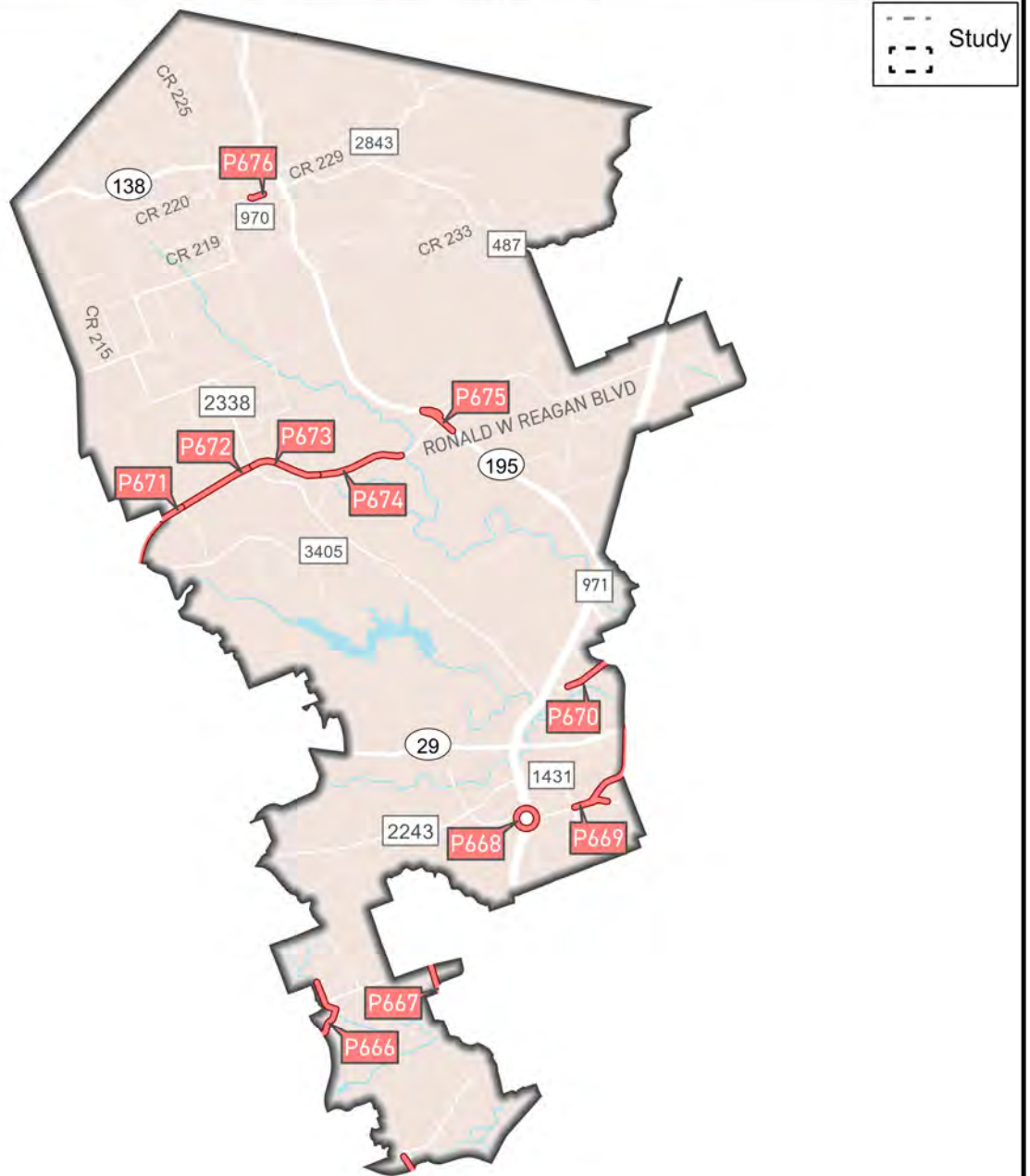
Under Construction/ Bidding

- 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

- 283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
- 292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)
- 339 Wyoming Springs Intersection 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)

Precinct 3 - Commissioner Covey



In Design

- P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = \$21,024,332.88

<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>	
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024	7/11/2024	700		700	
<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>% (\$) Used</u>	<u>% Time Used</u>
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
29	7/1/2024	10/23/2024	0	\$181,592.91	\$20,532,251.31	\$3,705.98	\$419,025.54	93	111
30	10/24/2024	11/30/2024	0	\$63,439.64	\$20,595,690.95	\$1,294.68	\$420,320.22	93	111

1/31/2025 Comments - Project close out in progress.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

Change Order Number	Approved	Cost This CO	Total COs
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.

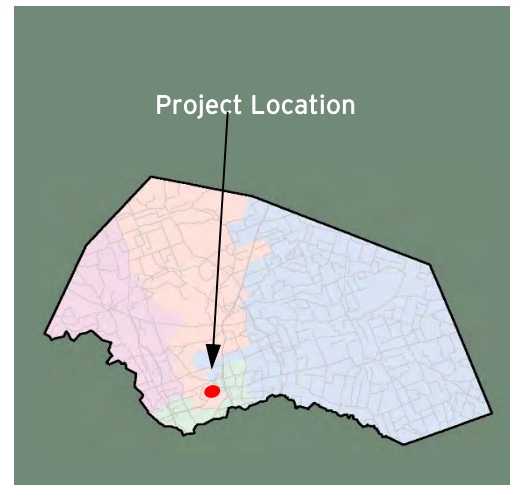
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	1/9/2024	\$303,603.61	\$ 1,524,252.53

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



**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**



JANUARY 2025 IN REVIEW

1/3/25: No work performed due to the holidays.

1/10/25: Cash Construction began installing the storm sewer system between Walsh Drive and Great Oaks Drive. Subcontractor ATS continued boring for the conduit at the RM 1431 traffic signal.

1/17/25: Cash Construction continued preparing the shared-use path subgrade between Dry Fork Creek and Walsh Drive. The contractor resumed installing the BCMUD 6-inch waterline between Deer Trail Circle and Great Oaks Drive. AT&T began splicing the fiber optic wire at Great Oaks Drive.

1/24/25: Cash Construction resumed placing topsoil along the shared-use path between Mayfield Drive and Walsh Drive. Subcontractor Alpha Paving paved the future Wyoming Springs Drive right turn lane and Sam Bass Road lanes from Dry Fork Creek to just east of Walsh Drive.

1/31/25: Cash Construction continued placing topsoil along the shared-use path between Mayfield Drive and Walsh Drive. Subcontractor Matoka installed the guardrail system leading into the Dry Fork Creek Bridge.



**Design Engineer: K Frieze
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</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</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	30	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
17	8/1/2024	8/31/2024	31	\$2,563,173.18	\$14,183,075.63	\$284,797.02	\$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	\$1,009,381.83	\$15,192,457.46	\$112,153.54	\$1,688,050.83	50	60
19	10/1/2024	10/31/2024	31	\$852,486.97	\$16,044,944.43	\$94,720.77	\$1,782,771.60	53	64
20	11/1/2024	11/30/2024	30	\$832,378.89	\$16,877,323.32	\$92,486.55	\$1,875,258.15	55	67
21	12/1/2024	12/31/2024	31	\$1,329,247.75	\$18,206,571.07	-\$917,017.57	\$958,240.58	56	70

1/31/2025 Comments - Cash Construction placed topsoil along the shared-use path between Mayfield Drive and Walsh Drive. The contractor continued installing the BCMUD 6-inch waterline between Live Oak Circle and Great Oaks Drive. Subcontractor Greater Austin poured the remaining bridge rail at the Dry Fork Creek Bridge and the SET walls at the driveway north of Thousand Oaks Drive. Subcontractor Matoka installed the guardrail system leading into the Dry Fork Creek Bridge. Subcontractor ATS began boring for the traffic signal conduit at Walsh Ranch Boulevard. AT&T continued splicing the new wire at Great Oaks Drive.

Change Order Number 01 Approved 6/27/2023 Cost This CO \$ (2,394,078.12) Total COs \$ (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.

Change Order Number 02 Approved 8/22/2023 Cost This CO \$ 5,250.00 Total COs \$ (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.

Change Order Number 03 Approved 9/11/2024 Cost This CO \$ 56,523.26 Total COs \$ (2,332,304.86)
 2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number 04 Approved 9/11/2024 Cost This CO \$ 70,739.02 Total COs \$ (2,261,565.84)
 6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number 05 Approved 9/11/2024 Cost This CO \$ 68,580.18 Total COs \$ (2,192,985.66)
 1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Adjusted Price = \$33,952,973.34

Project Name: CR 255 Realignment
Project No. 25IFB9

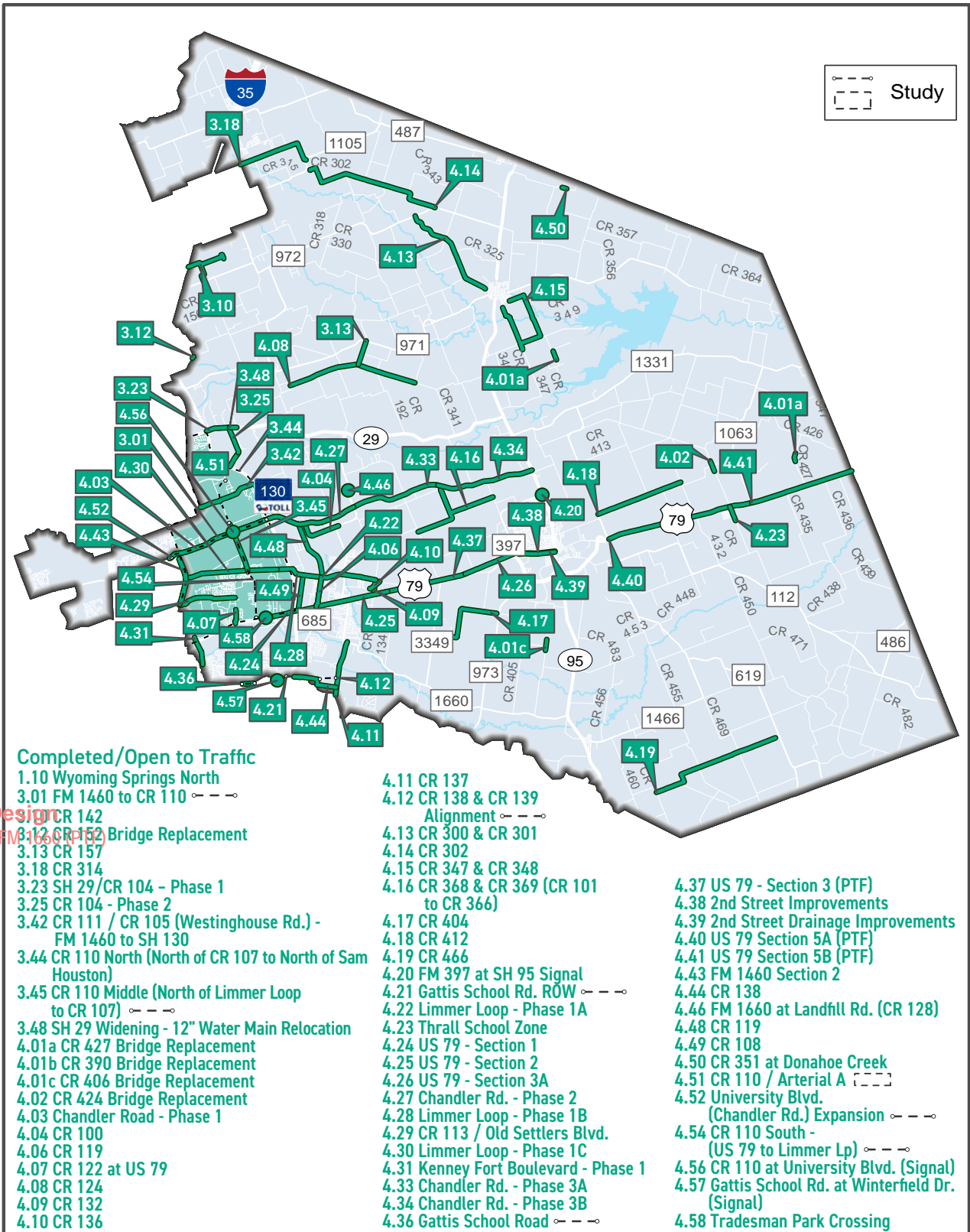
Original Contract Price = \$20,847,300.93

<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>
12/18/2024	1/7/2025	1/17/2025	1/27/2025			601		601

1/31/2025	Comments -	Jordan Foster began clearing right-of-way from Ronald Reagan to the north. Subcontractor Stripe It Up set road work signs throughout the project. Subcontractor ESSI began installing silt fence along Ronald Reagan and CR 255.						
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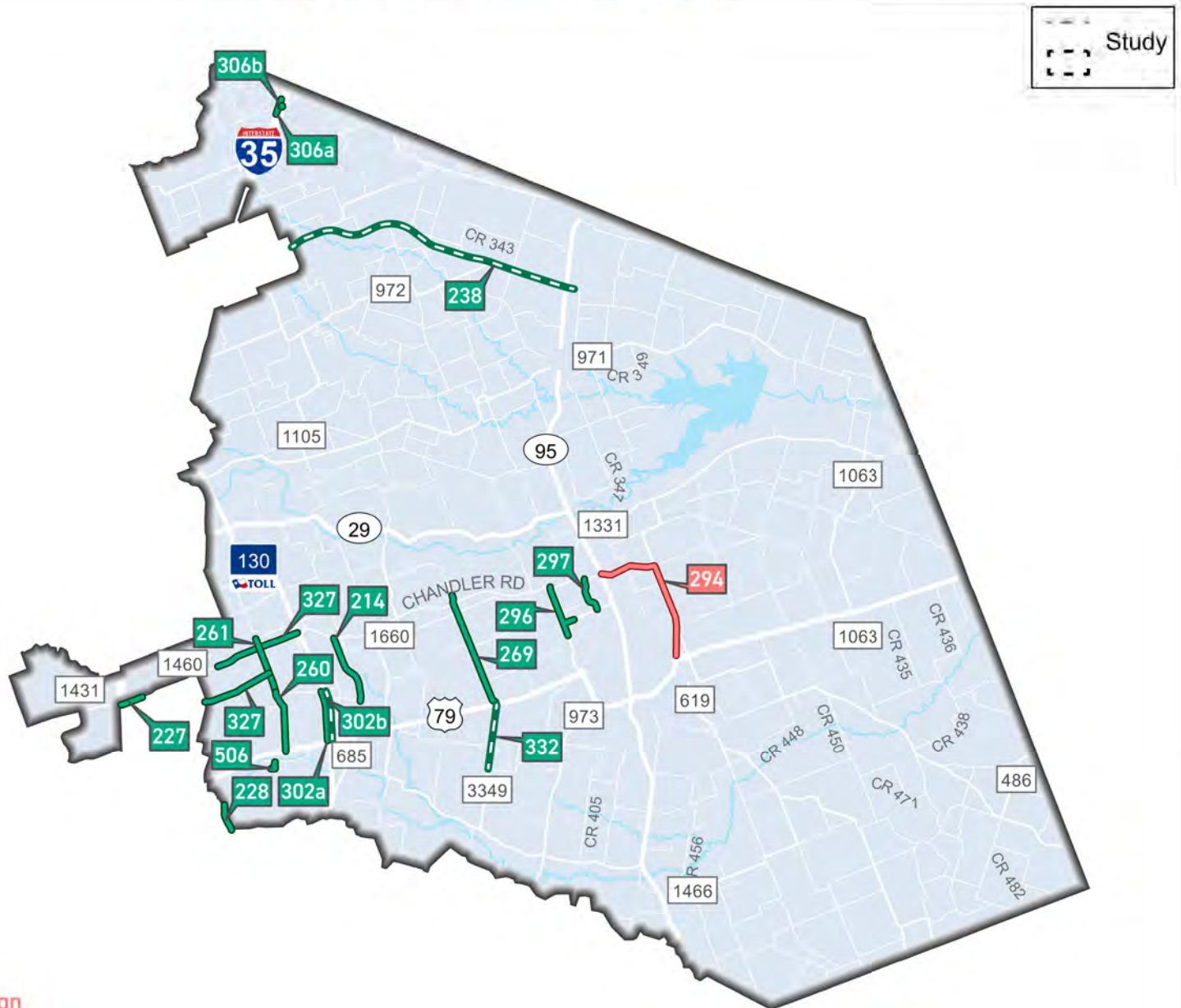
Adjusted Price = \$20,847,300.93

2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

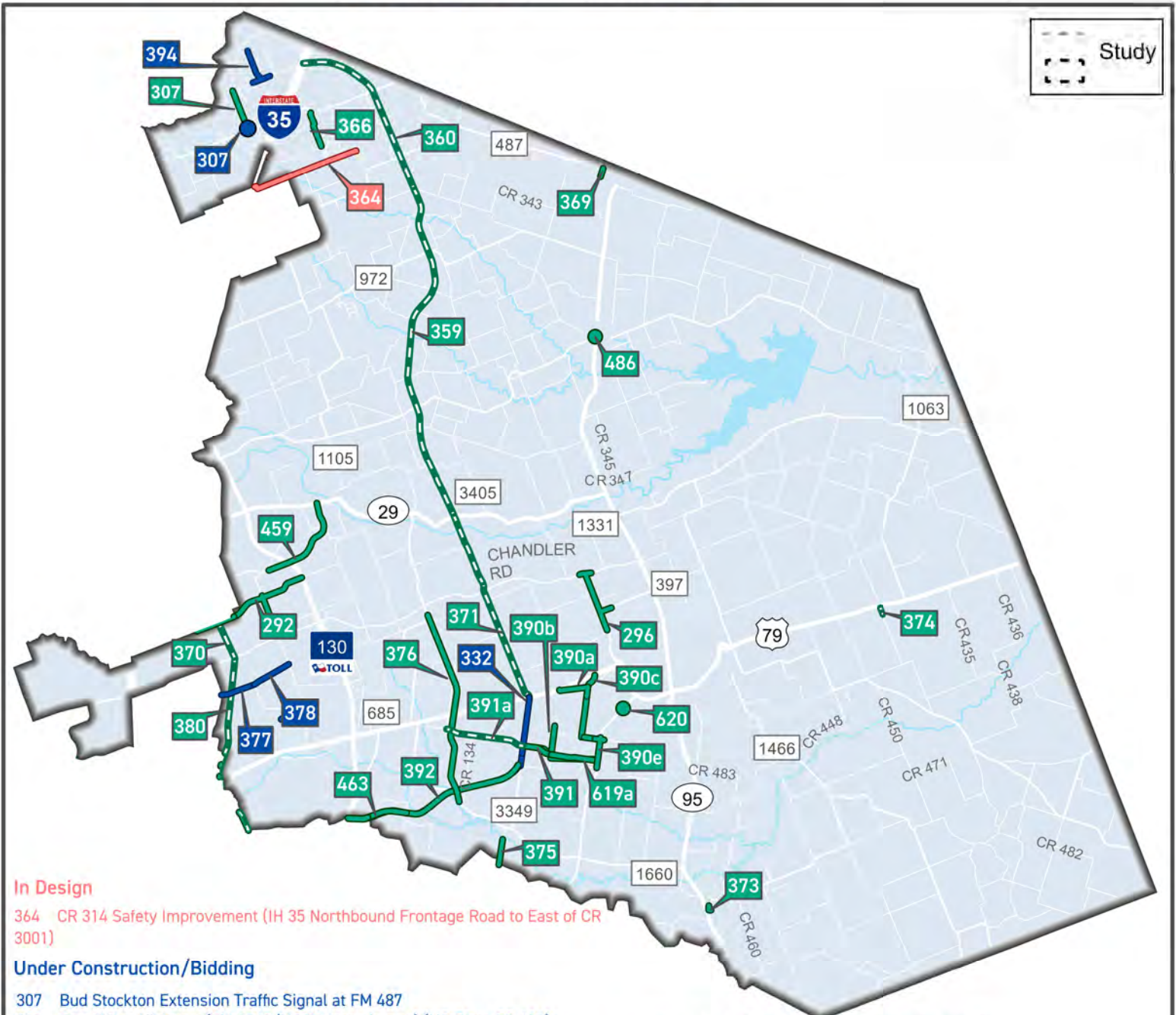
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) - - - - -

Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) - - - - -
- 260 CR 110 South (US 79 to Limmer Loop)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 269 CR 101 (US 79 to North of Chandler Road)
- 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

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

- 307 Bud Stockton Extension Traffic Signal at FM 487
- 332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

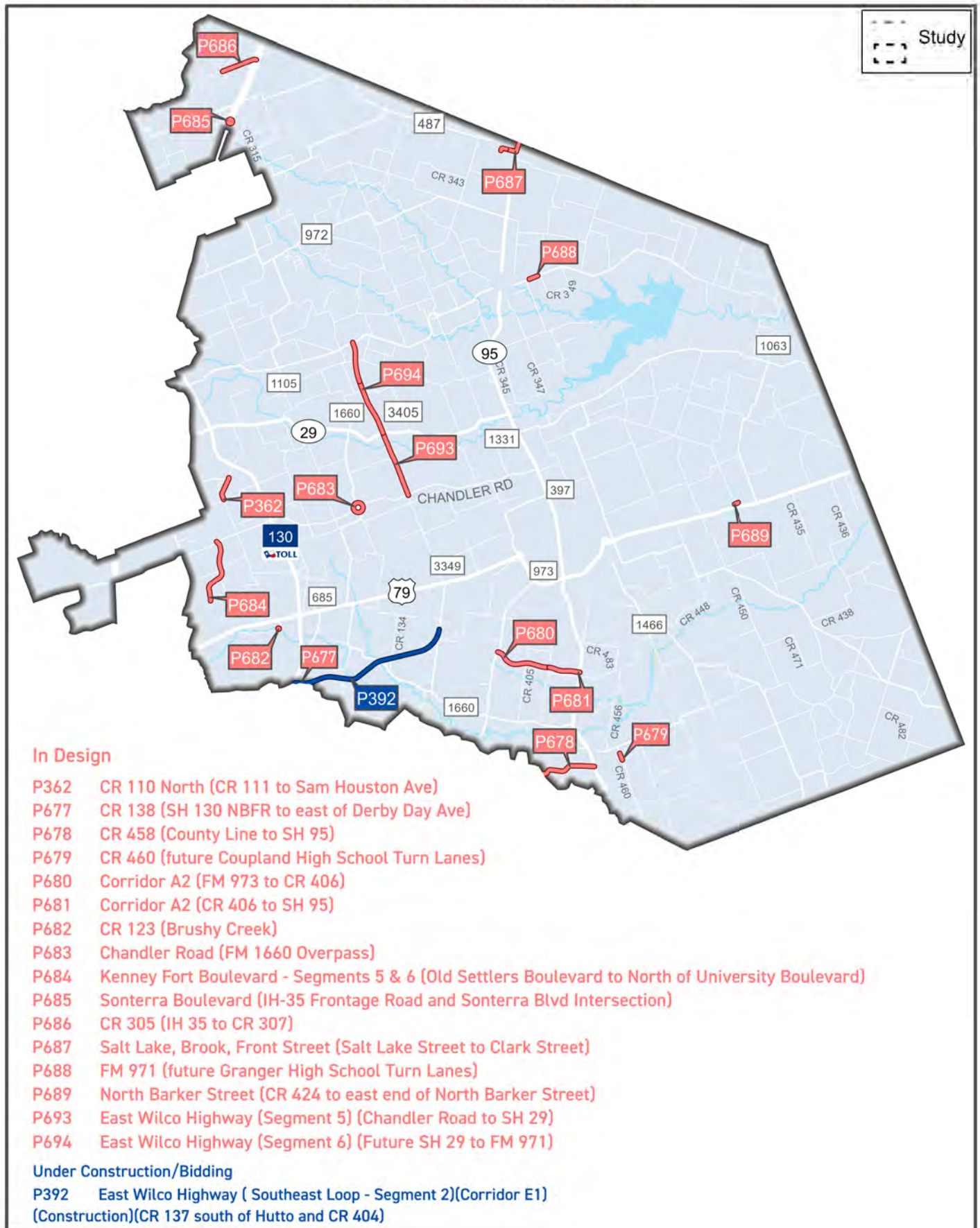
Completed/Open to Traffic

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D)
- 360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)
- 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
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)

- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 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)
- 391a CR 132 Realignment
- 392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
- 394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
- 459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
- 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)
- 620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = \$11,526,789.09

<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>
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	240	774
<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>% (\$) Used</u>	<u>% Time Used</u>
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	6
2	9/1/2021	9/30/2021	30	\$328,739.28	\$1,096,150.34	\$36,526.58	\$121,794.48	10	10
3	10/1/2021	10/31/2021	31	\$221,811.16	\$1,317,961.50	\$24,645.69	\$146,440.17	12	14
4	11/1/2021	11/30/2021	30	\$278,008.69	\$1,595,970.19	\$30,889.85	\$177,330.02	14	17
5	12/1/2021	12/31/2021	31	\$331,070.23	\$1,927,040.42	\$36,785.58	\$214,115.60	17	21
6	1/1/2022	1/31/2022	31	\$624,535.89	\$2,551,576.31	\$69,392.88	\$283,508.48	22	25
7	2/1/2022	2/28/2022	28	\$352,666.85	\$2,904,243.16	\$39,185.20	\$322,693.68	25	29
8	3/1/2022	3/31/2022	31	\$815,310.79	\$3,719,553.95	\$90,590.09	\$413,283.77	33	33
9	4/1/2022	4/30/2022	30	\$741,856.71	\$4,461,410.66	\$82,428.53	\$495,712.30	39	37
10	5/1/2022	5/31/2022	31	\$625,433.98	\$5,086,844.64	\$69,492.66	\$565,204.96	44	41
11	6/1/2022	6/30/2022	30	\$498,845.27	\$5,585,689.91	\$55,427.25	\$620,632.21	49	45
12	7/1/2022	7/31/2022	31	\$521,580.90	\$6,107,270.81	\$57,953.44	\$678,585.65	53	49
13	8/1/2022	8/31/2022	31	\$672,002.44	\$6,779,273.25	\$74,666.93	\$753,252.58	59	53
14	9/1/2022	9/30/2022	30	\$936,075.41	\$7,715,348.66	\$104,008.38	\$857,260.96	67	57
15	10/1/2022	10/31/2022	31	\$851,880.44	\$8,567,229.10	-\$406,354.16	\$450,906.80	71	61
16	11/1/2022	11/30/2022	30	\$625,071.12	\$9,192,300.22	\$32,898.48	\$483,805.28	76	65
17	12/1/2022	12/31/2022	31	\$290,510.48	\$9,482,810.70	\$15,290.02	\$499,095.30	79	69
18	1/1/2023	1/31/2023	31	\$55,998.20	\$9,538,808.90	\$2,947.27	\$502,042.57	79	73
19	2/1/2023	2/28/2023	28	\$161,924.00	\$9,700,732.90	\$8,522.32	\$510,564.89	80	76
20	3/1/2023	3/31/2023	31	\$291,588.78	\$9,992,321.68	\$15,346.78	\$525,911.67	83	80
21	4/1/2023	4/30/2023	30	\$160,641.77	\$10,152,963.45	\$8,454.83	\$534,366.50	84	84
22	5/1/2023	5/31/2023	31	\$79,909.01	\$10,232,872.46	\$4,205.73	\$538,572.23	98	88
23	6/1/2023	6/30/2023	30	\$355,060.22	\$10,587,932.68	\$18,687.38	\$557,259.61	88	92
24	7/1/2023	7/31/2023	31	\$61,540.97	\$10,649,473.65	\$3,239.00	\$560,498.61	88	96
25	8/1/2023	8/31/2023	31	\$316,670.90	\$10,966,144.55	\$16,666.89	\$577,165.50	91	100
26	9/1/2023	9/30/2023	0	\$84,593.72	\$11,050,738.27	\$4,452.30	\$581,617.80	92	100
27	10/1/2023	10/31/2023	0	\$8,808.52	\$11,059,546.79	\$463.61	\$582,081.41	92	100

1/31/2025 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

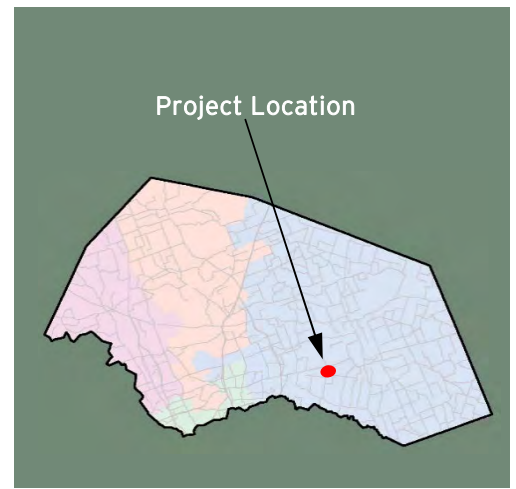
1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	11/26/2024	551,162.41	1,184,539.05
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.			
3A. Dispute resolution (not resulting from error in plans or differing site conditions). This Change Order also settles the overhead claim dispute between the Contractor and Williamson County.			

Adjusted Price = \$12,711,328.14



**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**



JANUARY 2025 IN REVIEW

1/3/25: No work performed due to the holidays.

1/10/25: James Construction Group (JCG) formed and poured various culvert safety-end-treatments and backless inlets throughout the project. Subcontractor Patin Construction continued pouring concrete riprap and curb and gutter for the southbound frontage road medians and gores.

1/17/25: JCG began placing the deck panels for the northbound frontage road bridge. Subcontractor G.K. Construction tied rebar for the rail foundations at the FM 3349 turnarounds.

1/24/25: JCG continued excavating drainage swales along both frontage roads and continued excavating and grading the FM 3349 medians. Subcontractor Choctaw continued setting steel plate girders for the southbound frontage road bridge spans over US 79.

1/31/25: JCG continued excavating drainage swales along both frontage roads and continued excavating and grading the FM 3349 medians. Subcontractor ESSi continued installing small signs throughout the project.



**Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB**

**Williamson County
Road Bond Program**

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = \$81,941,038.13

<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>	
8/24/2022	9/26/2022	10/6/2022	10/17/2022			1394		1394	
<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	10/18/2022	11/25/2022	39	\$755,690.77	\$755,690.77	\$0.00	\$0.00	1	2
2	11/26/2022	12/25/2022	30	\$5,128,955.59	\$5,884,646.36	\$0.00	\$0.00	7	0
3	12/26/2022	1/25/2023	31	\$1,448,580.10	\$7,333,226.46	\$0.00	\$0.00	9	7
4	1/26/2023	2/25/2023	31	\$1,272,882.90	\$8,606,109.36	\$0.00	\$0.00	10	9
5	2/26/2023	3/25/2023	28	\$2,922,159.15	\$11,528,268.51	\$0.00	\$0.00	14	11
6	3/26/2023	4/25/2023	31	\$1,453,458.85	\$12,981,727.36	\$0.00	\$0.00	15	14
7	4/26/2023	5/25/2023	30	\$1,672,497.88	\$14,654,225.24	\$0.00	\$0.00	17	16
8	5/26/2023	6/25/2023	31	\$3,188,150.58	\$17,842,375.82	\$0.00	\$0.00	21	18
9	6/26/2023	7/25/2023	30	\$2,251,767.13	\$20,094,142.95	\$0.00	\$0.00	24	20
10	7/26/2023	8/25/2023	31	\$2,453,925.93	\$22,548,068.88	\$0.00	\$0.00	27	22
11	8/26/2023	9/30/2023	36	\$4,580,138.95	\$27,128,207.83	\$0.00	\$0.00	32	25
12	10/1/2023	10/25/2023	25	\$3,017,528.73	\$30,145,736.56	\$0.00	\$0.00	36	27
13	10/26/2023	11/25/2023	31	\$2,172,558.80	\$32,318,295.36	\$0.00	\$0.00	38	29
14	11/26/2023	12/25/2023	30	\$1,638,115.30	\$33,956,410.66	\$0.00	\$0.00	40	31
15	12/26/2023	1/25/2024	31	\$4,633,009.82	\$38,589,420.48	\$0.00	\$0.00	46	33
16	1/26/2024	2/25/2024	31	\$4,487,381.38	\$43,076,801.86	\$0.00	\$0.00	51	36
17	2/26/2024	3/25/2024	29	\$3,973,465.64	\$47,050,267.50	\$0.00	\$0.00	56	38
18	3/26/2024	4/25/2024	31	\$1,993,459.10	\$49,043,726.60	\$0.00	\$0.00	58	40
19	4/26/2024	5/25/2024	30	\$1,414,938.37	\$50,458,664.97	\$0.00	\$0.00	60	42
20	5/26/2024	6/25/2024	31	\$3,026,457.98	\$53,485,122.95	\$0.00	\$0.00	63	44
21	6/26/2024	7/25/2024	30	\$832,712.20	\$54,317,835.15	\$0.00	\$0.00	64	46
22	7/26/2024	8/25/2024	31	\$1,793,923.46	\$56,111,758.61	\$0.00	\$0.00	67	49
23	8/26/2024	9/25/2024	31	\$940,489.83	\$57,052,248.44	\$0.00	\$0.00	68	51
24	9/26/2024	10/25/2024	30	\$1,765,660.58	\$58,817,909.02	\$0.00	\$0.00	70	53
25	10/26/2024	11/25/2024	31	\$3,097,560.74	\$61,915,469.76	\$0.00	\$0.00	73	55
26	11/26/2024	12/25/2024	30	\$1,310,506.13	\$63,225,975.89	\$0.00	\$0.00	75	57
27	12/26/2024	1/25/2025	31	\$1,093,915.48	\$64,319,891.37	\$0.00	\$0.00	76	60

1/31/2025 Comments - James Construction Group (JCG) excavated drainage swales along both frontage roads and continued excavating and grading the FM 3349 medians. JCG placed the deck panels for the northbound frontage road bridge and poured concrete for the northbound frontage road bridge Bent 9 crash wall. The contractor started placing concrete foundations for concrete barrier at various locations. Subcontractor Choctaw set steel plate girders for the southbound frontage road bridge spans over US 79. Subcontractor PSC Electrical bored for underground utility conduit across FM 3349. Subcontractor ESSI installed small signs throughout the project and metal beam guard fence at both bridge approaches south of US 79. Subcontractor Fuquay installed soil retention blankets for the median south of US 79.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with \$82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

<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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Adjusted Price = \$84,277,018.22

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	8/23/2024	10/10/2024		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	46	58
10	11/1/2023	11/30/2023	30	\$314,298.57	\$7,814,351.12	\$34,922.07	\$868,261.24	48	64
11	12/1/2023	12/31/2023	31	\$413,086.23	\$8,227,437.35	\$45,898.47	\$914,159.71	51	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	65	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	83	105
18	7/1/2024	7/31/2024	31	\$412,312.68	\$14,609,148.32	\$21,700.66	\$768,902.54	88	111
19	8/1/2024	8/31/2024	23	\$1,634,444.26	\$16,243,592.58	\$86,023.39	\$854,925.93	98	116
20	9/1/2024	9/30/2024	0	\$660,945.77	\$16,904,538.35	-\$509,935.35	\$344,990.58	99	116
21	10/1/2024	10/31/2024	0	\$110,804.68	\$17,015,343.03	\$2,261.32	\$347,251.90	100	116
22	11/1/2024	11/30/2024	0	\$25,574.01	\$17,040,917.04	\$521.92	\$347,773.82	100	116

1/31/2025 Comments - Project close-out is in progress.

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/12/2024	67,778.02	232,406.95

1B. Design Error or Omission. Other.: This Change Order adds striping items to the Contract that were not included in the bid tabs or the original plans.

Adjusted Price = \$17,926,669.41

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</u>	<u>Beginning</u>	<u>Ending</u>	<u>Days</u>	<u>Current</u>	<u>Invoiced</u>	<u>Current</u>	<u>Total</u>	<u>% (\$)</u>	<u>% Time</u>
<u>Number</u>	<u>Date</u>	<u>Date</u>	<u>Charged</u>	<u>Invoice</u>	<u>Total</u>	<u>Retainage</u>	<u>Retainage</u>	<u>Used</u>	<u>Used</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
11	3/2/2024	1/24/2025	0	\$16,590.81	\$5,586,310.64	\$338.59	\$114,006.34	99	100

1/31/2025 Comments - Vegetative Filter Strips were certified by the EOR, project close out in progress.

<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

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	1/6/2025			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</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
12	8/1/2024	8/31/2024	31	\$1,686,094.26	\$23,247,545.17	\$88,741.80	\$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	\$1,598,196.81	\$24,845,741.98	\$84,115.62	\$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	\$1,274,170.93	\$26,119,912.91	\$67,061.63	\$1,374,732.26	90	41
15	11/1/2024	11/30/2024	30	\$642,378.80	\$26,762,291.71	\$33,809.41	\$1,408,541.67	92	44
16	12/1/2024	12/31/2024	31	\$1,108,005.79	\$27,870,297.50	\$58,316.09	\$1,466,857.76	96	47

1/31/2025 Comments - Substantial completion was issued on 1/6/25. Capital continued working on punch list items. Project close-out is underway.

<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

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	9/25/2024		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
6	8/1/2024	8/31/2024	31	\$670,955.33	\$1,732,230.29	-\$26,749.42	\$91,170.02	74	84
7	9/1/2024	9/30/2024	20	\$413,907.85	\$2,146,138.14	-\$47,371.28	\$43,798.74	89	93

1/31/2025 Comments - Chasco awaiting vegetation establishment. Project close-out is underway.

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	7/22/2024	8/2/2024	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	24	6
2	3/1/2024	3/31/2024	31	\$565,245.45	\$1,101,162.15	\$62,805.05	\$122,351.35	50	19
3	4/1/2024	4/30/2024	30	\$108,512.78	\$1,209,674.93	\$12,056.98	\$134,408.33	55	32
4	5/1/2024	5/31/2024	31	\$194,134.50	\$1,403,809.43	\$21,570.50	\$155,978.83	64	45
5	6/1/2024	6/30/2024	30	\$417,247.12	\$1,821,056.55	\$46,360.79	\$202,339.62	83	57
6	7/1/2024	7/31/2024	22	\$553,976.59	\$2,375,033.14	-\$153,869.56	\$48,470.06	99	66
7	8/1/2024	8/31/2024	0	\$14,171.17	\$2,389,204.31	\$289.21	\$48,759.27	100	66
8	9/1/2024	9/30/2024	0	\$6,184.53	\$2,395,388.84	\$126.22	\$48,885.49	100	66
9	10/1/2024	12/31/2024	0	\$4,897.40	\$2,400,286.24	\$99.94	\$48,985.43	100	66
10	1/1/2025	1/15/2025	0	\$48,985.43	\$2,449,271.67	-\$48,985.43	\$0.00	100	66

1/31/2025 Comments - Project close out in progress.

<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.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	11/26/2024	\$ (113,248.33)	\$ (96,073.33)

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.

Adjusted Price = \$2,449,271.67

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

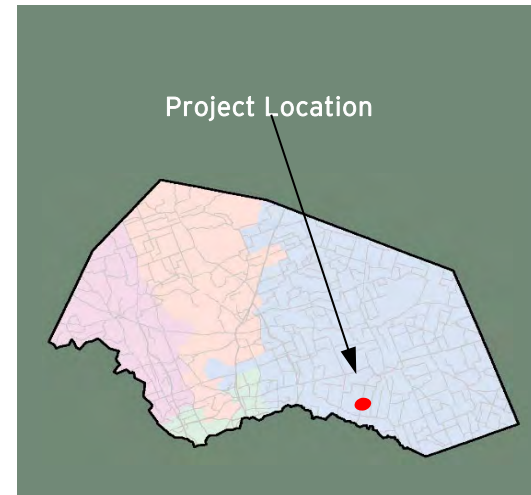
Original Contract Price = \$553,983.00

<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

<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	7/1/2024	9/30/2024	71	\$100,800.00	\$100,800.00	\$11,200.00	\$11,200.00	20	27
2	9/1/2024	10/31/2024	61	\$51,615.00	\$152,415.00	\$5,735.00	\$16,935.00	31	50

1/31/2025 Comments - Subcontractor Myers Concrete worked on the remaining sidewalk and median concrete items on all corners of the Bud Stockton and FM 487 intersection. ATS installed small signs throughout the project and installed the signal poles on each corner of the Bud Stockton and FM 487 intersection. ATS installed the power service pole and service cabinet, the contractor is waiting on Bartlett Electric to connect power.

Adjusted Price = \$553,983.00



**East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)**

**Project Length: 4.658 miles
Roadway Classification: Rural Arterial**

**Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: \$64.4M**



JANUARY 2025 IN REVIEW

1/3/25: No work performed due to the holidays.

1/10/25: Capital Excavation tied steel for Abutment 1 and bents 2-8 of the Brushy Creek Bridge. Capital completed forming and pouring the walls for multi-box culvert at the east end of the project.

1/17/25: Capital Excavation continued forming and pouring columns from Abutment 1 to Bent 4 on the Cottonwood Creek Bridge. Subcontractor J. Arbor placed rock filter dams at CR 134.

1/24/25: Capital Excavation continued working on bents 5 and 6 of the Cottonwood Creek Bridge. Subcontractor Ranger Excavation excavated the over-excavation area between CR 137 and Abutment 1 of the Brushy Creek Bridge.

1/31/25: Capital Excavation poured flowable fill for the abutments on Bridge 6 and continued installing geo-grid and placing flexible base between FM 3349 and Bridge 6 and between FM 1660 and CR 134.



**Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB**

**Williamson County
Road Bond Program**

Project Name: East Wilco Highway (Southeast Loop, Segment 2)**Project No. 24IFB59**

Original Contract Price = \$64,407,606.63

<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>	
7/17/2024	7/30/2024	8/30/2024	9/12/2024			1345		1345	
<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	9/12/2024	10/31/2024	50	\$4,044,752.86	\$4,044,752.86	\$449,416.98	\$449,416.98	7	4
2	11/1/2024	11/30/2024	30	\$3,359,150.02	\$7,403,902.88	\$373,238.90	\$822,655.88	13	6
3	12/1/2024	12/31/2024	31	\$4,898,958.06	\$12,302,860.94	\$544,328.67	\$1,366,984.55	21	8

1/31/2025

Comments -

Capital Excavation formed and poured columns on bents 5 and 6 of the Brushy Creek Bridge and continued working on caps at bents 5 and 6 of the Cottonwood Creek Bridge. Capital continued working on abutments 1 and 3 on Bridge 4 and continued placing rock riprap at Bridge 5. The contractor poured flowable fill for the abutments on Bridge 6 and continued installing geo-grid and placing flexible base between FM 3349 and Bridge 6 and between FM 1660 and CR 134. Capital formed and poured concrete riprap in the westbound ditch line at the Enterprise easement at the east end of the project. Subcontractor Ranger Excavation excavated the over-excavation area between CR 137 and Abutment 1 of the Brushy Creek Bridge. Ranger worked on the shared use path foundation throughout the project.

Adjusted Price = \$64,407,606.63

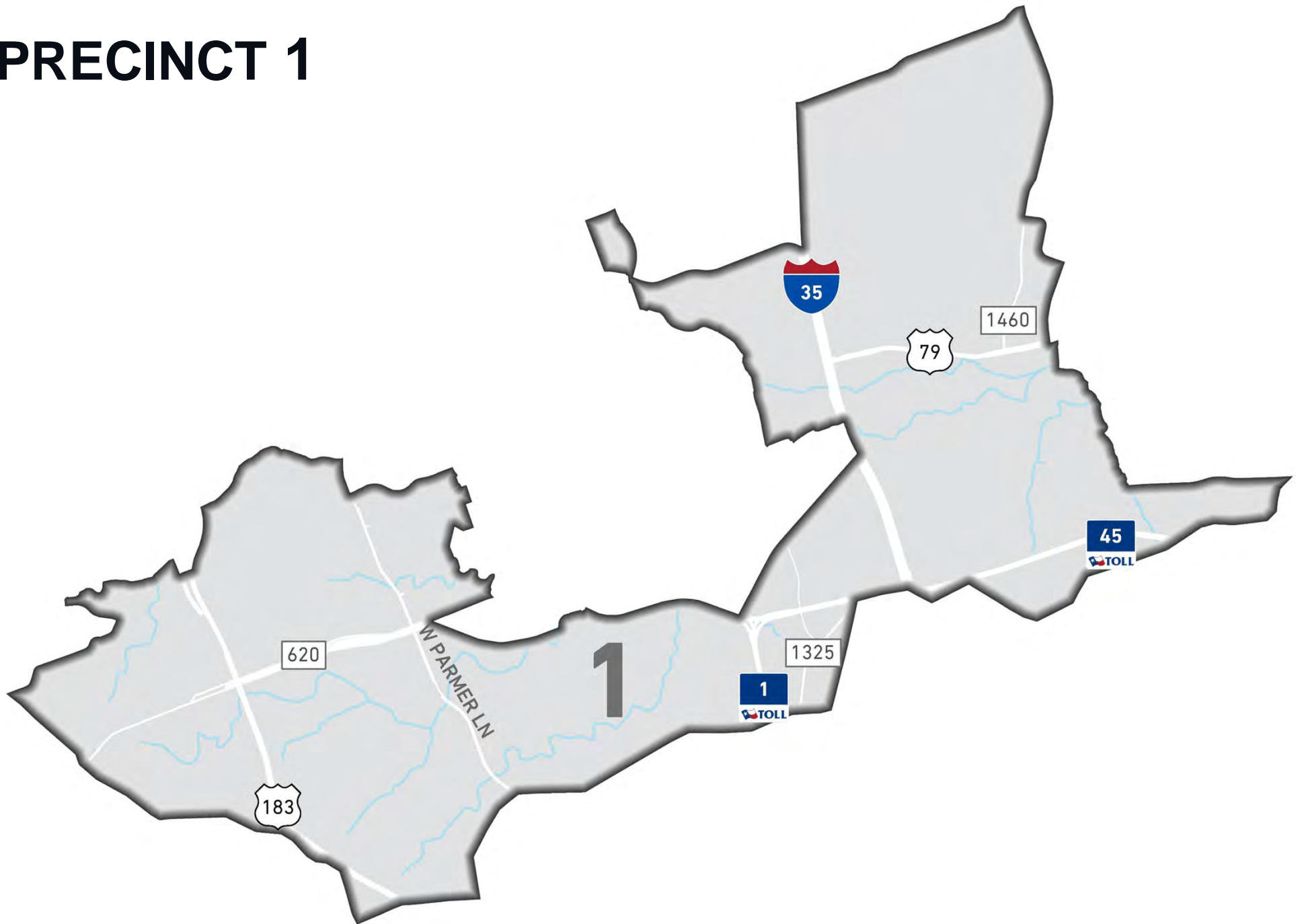


WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

February 25, 2025

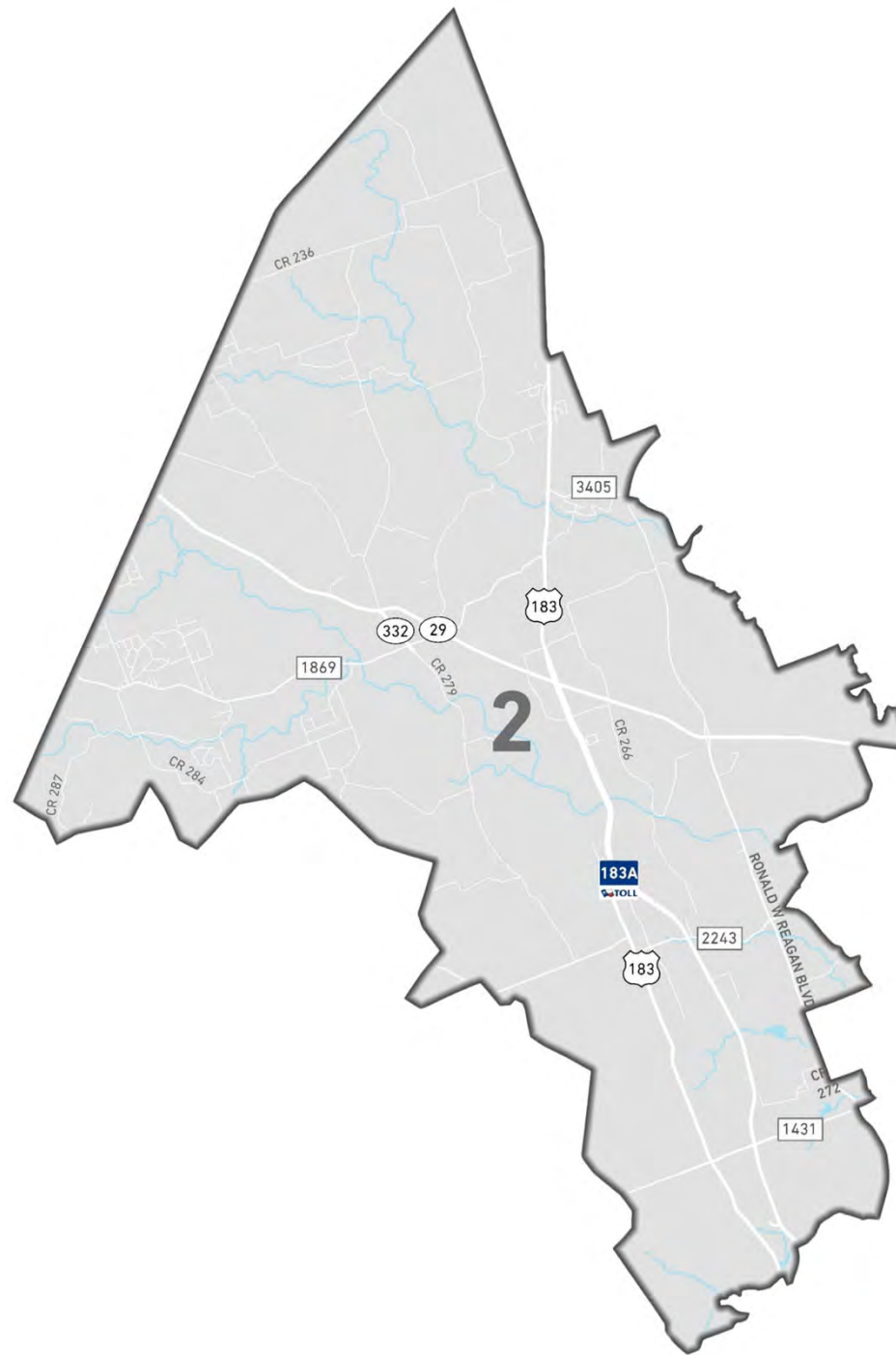
PRECINCT 1



Projects under planning and
design, no active
construction projects.



PRECINCT 2



Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Anticipated Completion
Late 2025



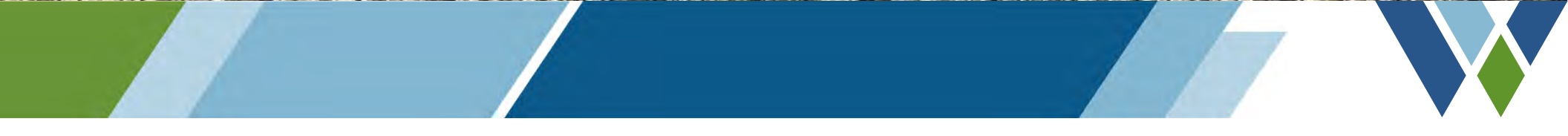
Original contract amount = \$14,149,449.00

Total change orders = \$280,462.00

Adjusted contract price = \$14,429,911.00

Expenditures to date = \$9,119,835.34 (63%)

Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)



Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

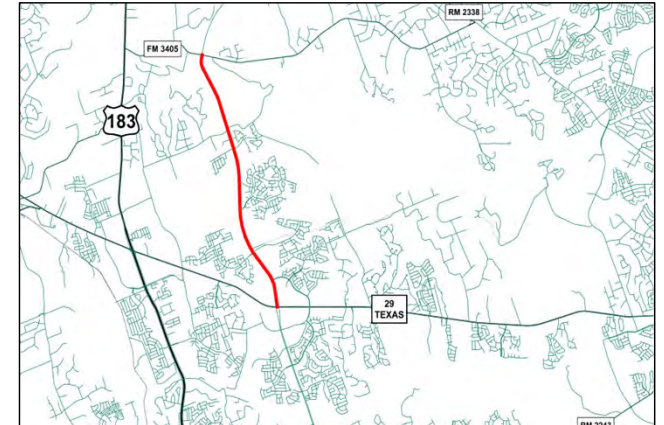


Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)



Ronald Reagan Widening (SH 29 to FM 3405)

Anticipated Completion
Summer 2027



Original Contract Price = \$52,159,299.00

Total Change Orders to Date = \$203,752.50

Adjusted Contract Price = \$52,363,051.50

Expenditures to Date = \$11,535,462.47 (22%)

Ronald Reagan Widening (SH 29 to FM 3405)



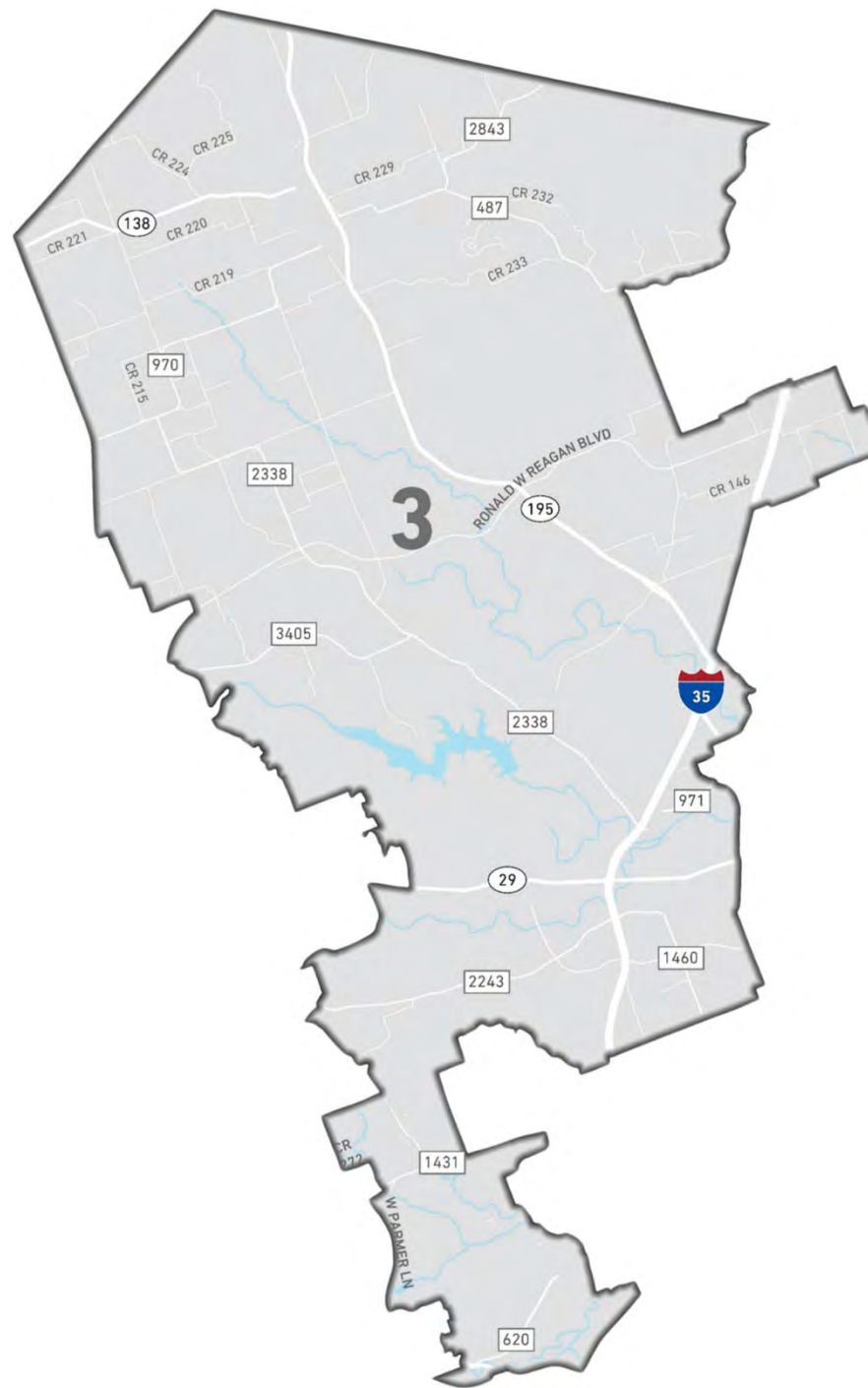
Ronald Reagan Widening (SH 29 to FM 3405)



Ronald Reagan Widening (SH 29 to FM 3405)

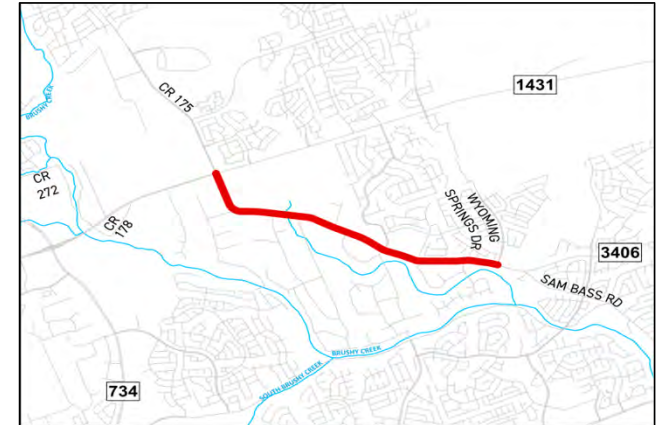


PRECINCT 3



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 = -\$2,192,985.66

Adjusted Contract Price = \$33,952,973.34

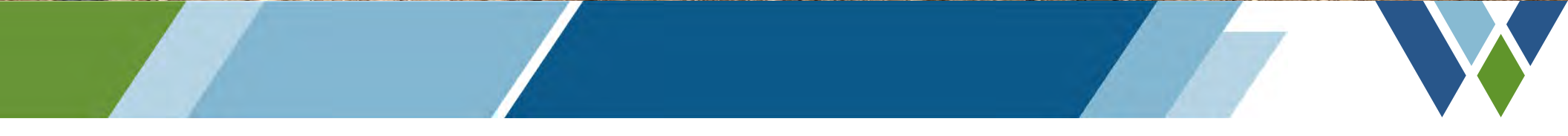
Expenditures to Date = \$19,164,811.65 (56%)



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

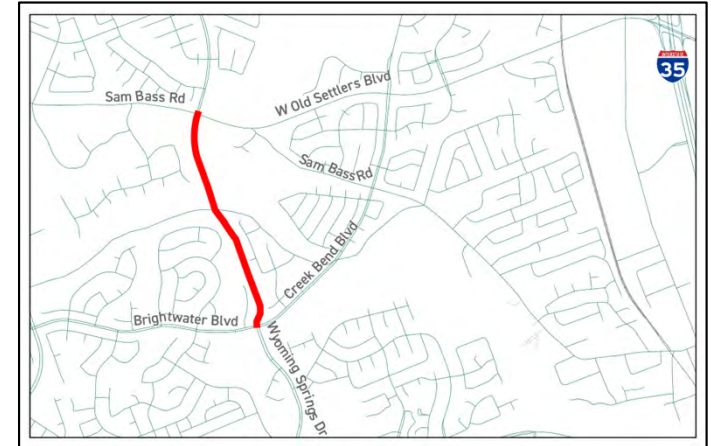


Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)



Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion
Late 2026



Partnership with the City of Round Rock

Original Contract Amount = \$25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)



Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)



CR 255 (CR 254 to Ronald Reagan Boulevard)

Anticipated Completion
Summer 2026



Original Contract Price = \$20,847,300.93

Total Change Orders to Date = \$0.00

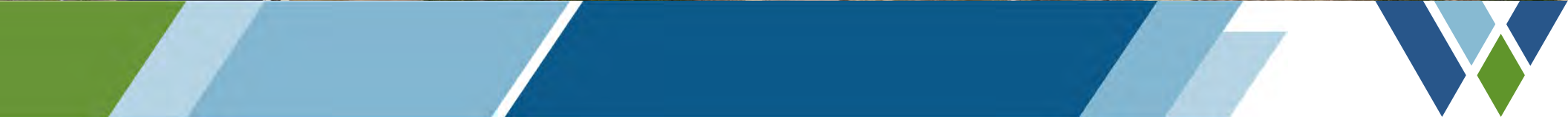
Adjusted Contract Price = \$20,847,300.93

Expenditures to Date = \$0.00 (0%)

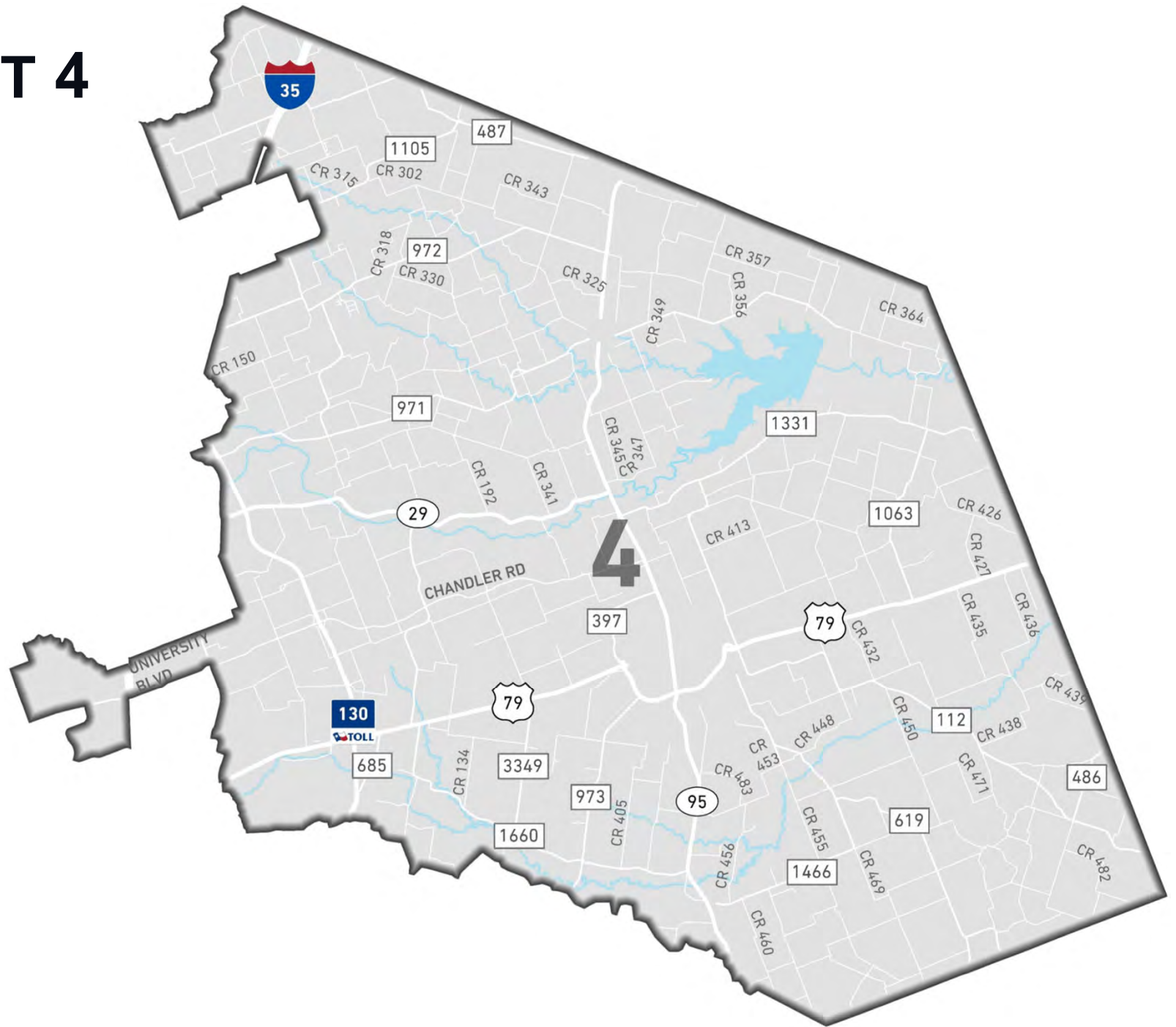


CR 255

(CR 254 to Ronald Reagan Boulevard)

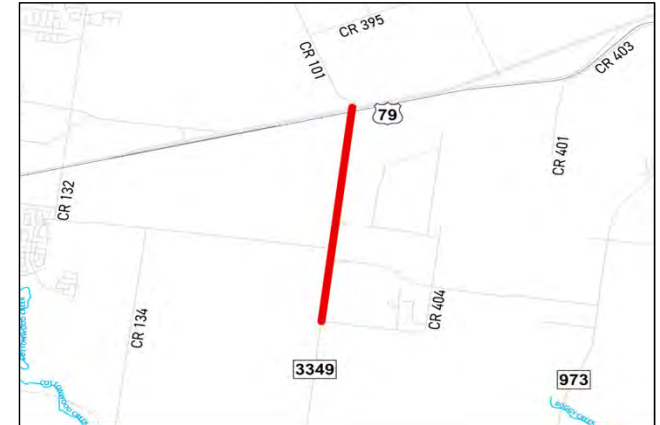


PRECINCT 4



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 = \$2,335,980.09

Adjusted Contract Price = \$84,277,018.22

Expenditures to Date = \$64,593,396.73 (76%)



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)

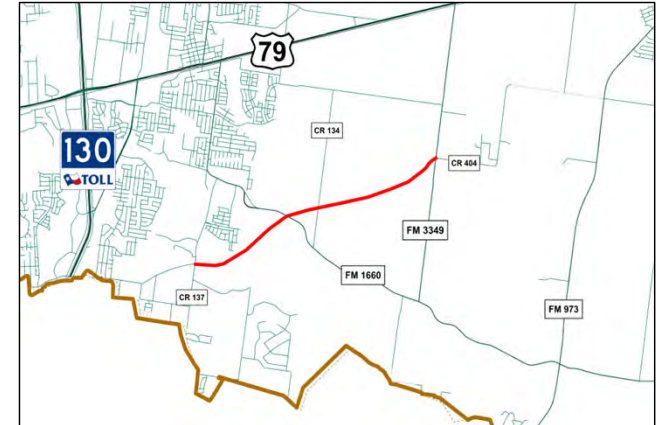


East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway - Segment 2 (CR 137 South of Hutto to CR 404)

Anticipated Completion
Summer 2028



Original contract amount = \$64,407,606.63

Total change orders = \$0.00

Adjusted contract price = \$64,407,606.63

Expenditures to date = \$13,669,845.49 (21%)



East Wilco Highway - Segment 2 (CR 137 South of Hutto and CR 404)



East Wilco Highway - Segment 2 (CR 137 South of Hutto and CR 404)

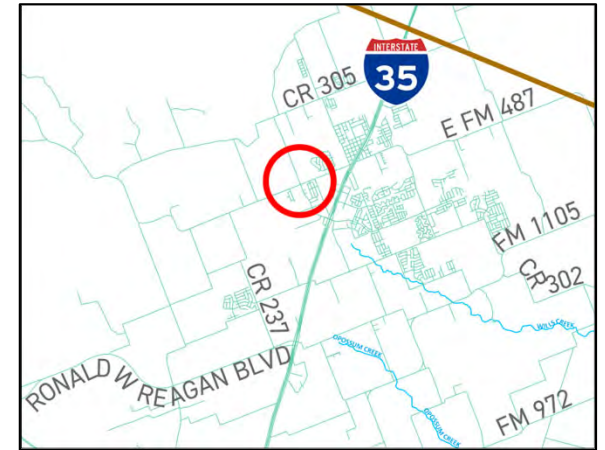


East Wilco Highway - Segment 2 (CR 137 South of Hutto and CR 404)



Bud Stockton Extension (Traffic Signal at FM 487)

Anticipated Completion
Early 2025



Original Contract Amount = \$553,983.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$ 553,983.00

Expenditures to Date = \$169,350.00 (31%)

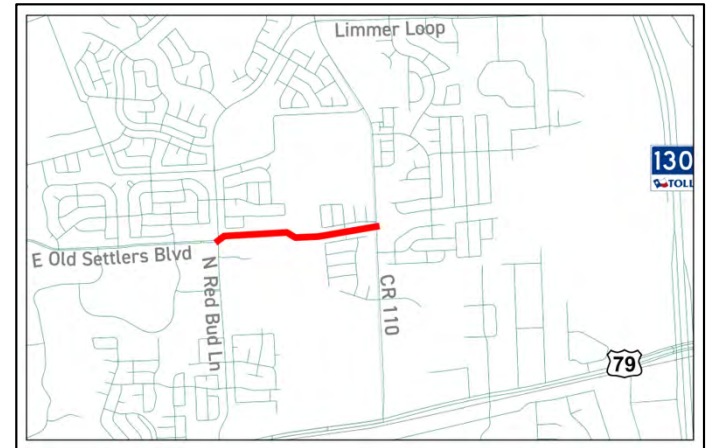


Bud Stockton Extension (Traffic Signal at FM 487)



Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion
Fall 2025

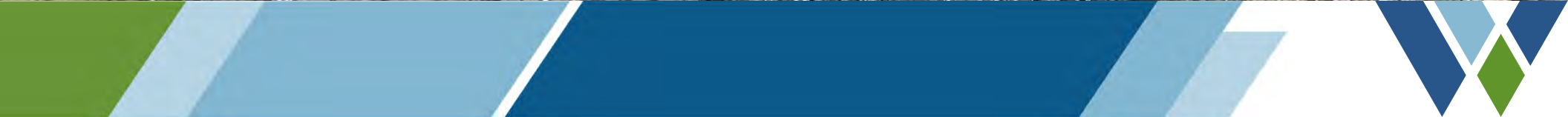


Partnership with the City of Round Rock

Original Contract Amount = \$14,920,847.10

Construction is managed by the City of Round Rock

Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

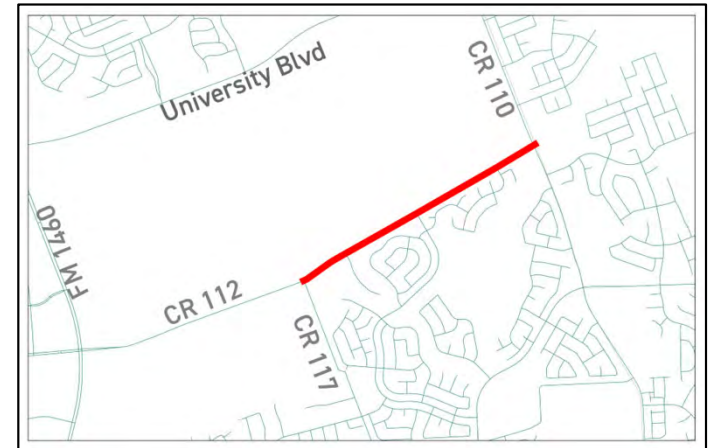


Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)



CR 112 Widening (FM 1460 / A.W. Grimes to CR 117)

Anticipated Completion
Late 2026



Partnership with the City of Round Rock

Original Contract Amount = \$13,119,712.35

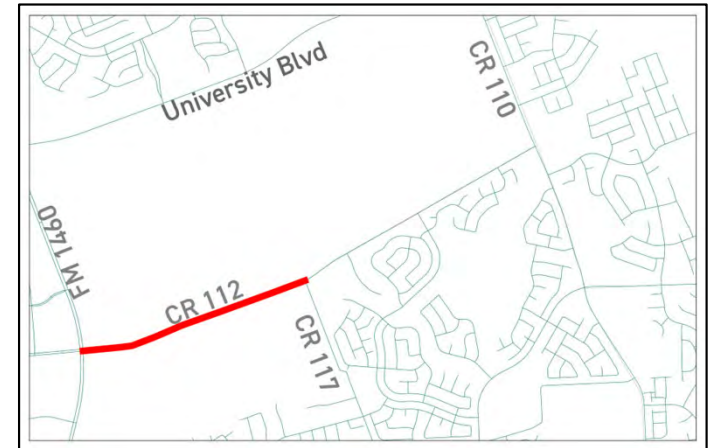
Construction is managed by the City of Round Rock

CR 112 Widening (FM 1460 / A.W. Grimes to CR 117)



CR 112 Widening (CR 117 to CR 110)

Anticipated Completion
Late 2026



Partnership with the City of Round Rock

Original Contract Amount = \$20,434,128.40

Construction is managed by the City of Round Rock



CR 112 Widening (CR 117 to CR 110)



Commissioners Court - Regular Session

63.

Meeting Date: 02/25/2025

Raba Kistner 24RFSQ12 R&B Contract Amendment No 1 On Call Mtls Testing & Geotech Engr

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under the Williamson County Contract for Engineering Services between Raba Kistner Inc. and Williamson County dated March 19, 2024, for On Call Materials Testing and Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This Contract Amendment No 1 is to update the rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Raba 24RFSQ12 Amend 1

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 02/20/2025

Reviewed By

Hal Hawes
Delia Colon

Date

02/19/2025 03:49 PM
02/20/2025 08:45 AM
Started On: 02/19/2025 03:24 PM

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for Engineering Services (“Amendment No. 1”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Raba Kistner, Inc.** (the “Engineer”).

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the “Contract”), being dated effective **March 19, 2024** wherein Engineer agreed to perform certain professional engineering services in connection with the 24RFSQ12 **Materials Testing and Geotechnical Services** for Williamson County Road and Bridge (“Project”);

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit D – Rate Schedule

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

Raba Kistner, Inc.

By: Yvonne G. Thomas

Printed Name: Yvonne Garcia Thomas, P.E.

Title: Vice President

Date: February 19, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Exhibit D

Rate Schedule

Please see next page(s).

**ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERRVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.**

EXHIBIT D - RATE SCHEDULE

PROFESSIONAL HOURLY RATES

	<u>2025 PRICE</u>	<u>UNIT</u>
Principal	\$ 255.00	HR
Senior Geotechnical Engineer	\$ 233.58	HR
Senior Project Manager	\$ 207.06	HR
Project Manager	\$ 204.10	HR
Geotechnical Engineer (Design Engineer)	\$ 182.03	HR
Project Engineer	\$ 159.12	HR
Engineer in Training	\$ 146.07	HR
Geologist	\$ 154.02	HR
Environmental Scientist	\$ 129.54	HR
Geotechnical Logger	\$ 119.02	HR
CADD Technician	\$ 104.81	HR
Senior Geotechnical Engineering Technician	\$ 91.80	HR
Geotechnical Laboratory Technician	\$ 82.74	HR
Geotechnical Engineering Technician	\$ 77.22	HR
Archaeologist	\$ 137.70	HR
GIS	\$ 110.16	HR
Admin/Clerical	\$ 71.40	HR

DIRECT EXPENSES

	<u>2025 PRICE</u>	<u>UNIT</u>
Lab Testing (Moisture Content)	\$ 16.65	TEST
Lab Testing (Atterberg Limit)	\$ 125.84	TEST
Lab Testing (Percent Passing No. 200 Sieve)	\$ 70.75	TEST
Lab Testing (Sieve Analysis)	\$ 120.04	TEST
Lab Testing (Hydrometer)	\$ 391.65	TEST
Lab Testing (Corrosivity:Chloride, pH, Resisitivity.	\$ 186.95	TEST
Lab Testing (Unconfined Compression –Soil)	\$ 75.46	TEST
Lab Testing (Unconfined Compression – Rock)	\$ 41.92	TEST
Lab Testing (Direct Shear)	\$ 650.18	TEST
Lab Testing (Sulfate Testing)	\$ 125.12	TEST
Lab Testing (Lime Series Curve)	\$ 452.33	TEST
Lab Testing (Moisture/Density Test)	\$ 350.45	TEST
Lab Testing (Resilient Modulus)	\$ 1,985.82	TEST
Lab Testing (California Bearing Ratio Test)	\$ 1,011.05	TEST
Consolidated Undrained (CU) Triaxial Comp Test	\$ 1,925.00	TEST
Texas Triaxial Compression (TEX-117-E)	\$ 2,200.00	TEST
Organics	\$ 125.00	TEST

FIELD DRILLING SERVICES

	<u>2025 PRICE</u>	<u>UNIT</u>
Mobilization of drilling Rig	\$ 600.00	EA
Auger Drilling (Does not include logging)		
soil	\$ 24.40	FT
soft rock		
Standard Wet Rotary (Does not include logging)	\$ 27.58	FT
Hollow Stem Drilling	\$ 30.89	FT
Nx Rock Core (Does not include logging)		
Soft rock (marl, shale)	\$ 40.31	FT
Hard rock (limestone, sandstone)	\$ 53.04	FT
Sampling		
Standard Penetration Test (ASTM D1586)	\$ 29.92	TEST
Shelby Tube (ASTM D1587)	\$ 24.40	TEST
Texas Cone Penetrometer Test (THO, Tex-132-E)	\$ 32.88	TEST
Other Expenses/Charges		
Standby Time	\$ 284.29	HR
Mileage - non-drilling equipment Grout backfill	current rate	MILE
Grout backfill	\$ 7.00	FT
Dozer/clearing cost	cost	EA
Logger truck charge	\$ 68.01	DAY
Standard pavement coring	\$ 93.05	EA
Concrete/AC patch	\$ 79.38	EA
Traffic control - signs, barricades	cost	EA
Utility Locates	cost	EA
Brush Clearing	cost	EA
All other outside expenses	cost	EA

ATTACHMENT D - FEE SCHEDULE

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTING SERVICES WILLIAMSON COUNTY RABA KISTNER CONSULTANTS, INC.

ASPHALTIC CONCRETE

ASTM D 75	Sampling Raw Materials of Composite Mix	UNIT	2025
	Technician Time	per hour	\$ 66.54
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature		
	Technician Time	per hour	\$ 80.61
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination		
	Technician Time	per hour	\$ 80.61
ASTM D 2950	Nuclear Density Test with Inspection	each	\$ 20.56
	Nuclear Density Test	each	\$ 32.46

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2025</u>
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete	each	\$ 248.86
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	each	\$ 169.88
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	per set	\$ 596.19
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens		
	Hveem or Marshall	per set	\$ 74.66
	Superpave (2 per set)	per set	\$ 149.32
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test		
	a) Molded Speciment	per set	\$ 78.99
	b) Asphalt Core	each	\$ 66.00
	c) Superpave (2 per set)	per set	\$ 93.05
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test		
	Marshall	per set	\$ 74.66
	Hveem	per set	\$ 74.66
Asphalt Institute Manual and TxDOT; Mix Designs	Corp of Engineers or FAA	each	\$ 2,492.96
	TxDOT Quality Control/Quality Assurance	each	\$ 2,492.96
	TxDOT CMHB	each	\$ 3,546.85
	TxDOT Calibration Mix and Pans	each	\$ 417.66
	TxDOT Black Base Design, Item 345	each	\$ 1,865.40
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	each	\$ 50.85
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	each	\$ 107.12
AASHTO TP 33	Fine Aggregate Angularity	each	\$ 63.84

ASTM D 4791-95	Flat and Elongated Particle	each	\$	63.84
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	each	\$	50.85
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)	each	\$	78.99
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test)			
	Preparation Time	per hour	\$	66.54
	a) Magnesium - 5 Cycle	each	\$	630.82
	b) Sodium - 5 Cycle	each	\$	562.65
CSM030 CSM030	Los Angeles Abrasion Test (Time and Test)			
	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	each	\$	243.45
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	each	\$	7,708.28
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	each	\$	115.78
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
	with Freeze/Thaw	each	\$	666.52
	without Freeze/Thaw	each	\$	522.61
TxDOT, Item 3157	Cold Processed – Recycled Paving Material (RPM)			
	Mixture Design			
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	per set	\$	973.81
TxDOT, TEX-126-E (Modified)	Molding and Strength	per set	\$	475.01
TxDOT, TEX-208-F (Modified)	Molding and Hveem	per set	\$	179.61
ASTM D 1559	Molding and Marshall	per set	\$	167.71
TxDOT, TEX-103-E	Molded Moisture Content	each	\$	17.31

CEMENT TREATED BASE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2025</u>
PCA	Sampling Raw Materials for Mix Verification		
	Technician Time	per hour	\$ 66.54
	Sampling Contractor Processed Material		
	Technician Time	per hour	\$ 66.54
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2025</u>
PCA	Molding Controlled Processed Material	each	\$ 89.81
PCA	Unconfined Compressive Strength Testing	each	\$ 40.03
ASTM D 559; ASTM D 560	Durability (2 Specimens per Set) (Percent Loss in 12 Cycles)		
	Wet Dry/Freeze Thaw	per set	\$ 764.99
	Mix Design		
PCA;	Mix Design - Cement Treated Base (Does Not		

TxDOT, TEX-120-E; ASTM D 558	Include Durability)	each	\$	1,523.48
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CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>		<u>2025</u>
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day Technician Time Pick-Up of Test Specimen Standby Time	per hour per hour per hour	\$ \$ \$	66.54 66.54 66.54
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling) a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4) b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities) c) "Hold" Cylinder (Additional Charge) d) "Strip" Cylinder (Additional Charge) e) Compressive Strength - 2x2 Cubes f) Dry Density - Concrete Cylinder	each each each each each each	\$ \$ \$ \$ \$ \$	22.72 33.54 15.15 17.31 32.46 57.35
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	each	\$	70.33
ASTM C 231 ASTM C 173 AASHTO T 199	Air Content (In Conjunction with Sampling) a) Pressure b) Volumetric c) Chase	each each each	\$ \$ \$	41.12 49.77 21.64
ASTM C 138	Unit Weight	each	\$	36.79
ASTM C 143	Additional Slump Test	each	\$	31.38
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	per hour	\$	66.54
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time	per hour	\$	66.54
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>		
CI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	each	\$	393.85
ACI 211.1 (303.R)	Architectural Mix Design	each	\$	428.48
ACI 211.2	Lightweight Structural Mix Design	each	\$	405.76
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	each	\$	428.48
ASTM C 1202	Chloride Ion Permeability	per set	\$	341.92
ASTM C 39	Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	each	\$	35.71

ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	each	\$	56.26
ASTM C 666	Freeze-Thaw Test	per set	\$	475.01
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	each	\$	107.12
ASTM C 803	Windsor Probe (Includes Surface Preparation)	per hour	\$	110.37
ASTM C 805	Schmidt Rebound Number	per hour	\$	112.53

CONCRETE AGGREGATES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2025</u>	
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	per hour	\$	66.54
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2025</u>	
ASTM C 566	Moisture Content	each	\$	17.31
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine)			
	a) Loose	each	\$	43.28
	b) Rodded	each	\$	43.28
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	each	\$	50.85
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	per test	\$	75.74
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Absorption			
	a) Normal Weight Aggregate (Coarse or Fine)	each	\$	32.46
	b) Lightweight Aggregate (Coarse)	each	\$	35.71
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specifications			
	a) Coarse, Per Sample	each	\$	55.18
	b) Fine, Per Sample	each	\$	67.08
ASTM C 117; TxDOT, TEX-406-A	Amount Finer than No. 200 (Decantation)	each	\$	47.61
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	each	\$	243.45
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test)			
	Preparation Time	per hour	\$	66.54
	a) Magnesium - 5 Cycle	each	\$	630.82
	b) Sodium - 5 Cycle	each	\$	562.65
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)			
	Conducted in Conjunction with Concrete Mix Design	each	\$	188.27
	Conducted Separate from Concrete Mix Design	each	\$	243.45
ASTM C 40;	Organic Impurities	each	\$	125.00

TxDOT, TEX-408-A

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	each	\$	108.20
ASTM C 142	Clay Lumps and Friable Particles	each	\$	73.58
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	each	\$	73.58

CORING

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2025</u>
ASTM C 42; ACI 318	Technician Time and Equipment		
	a) One Man	per hour	\$ 81.15
	b) Two Men	per hour	\$ 124.43
	c) Reinforcing Steel Detector	per day	\$ 432.81
	d) Coring	per day	\$ 378.71
	e) Generator	per day	\$ 162.30
	Bit Wear		
	a) Limestone Aggregate	per inch	\$ 8.12
	b) Quartz Aggregate (River Gravel)	per inch	\$ 9.20

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2025</u>
ASTM C 42 a)	Sawed Ends for Compressive Strength Test		
	a) Limestone Aggregate	square inch	\$ 2.71
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Core Includes Measurements, Capping and Testing	each	\$ 35.71
	Report Photographs		
	Laboratory Air-Dried Unit Weight	each	\$ 21.64

LIME

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>	<u>2025</u>
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth		
	Technician Time	per hour	\$ 66.54
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>	<u>2025</u>
STM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	each	\$ 81.15
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	each	\$ 568.06
TEX-121-E	Soil-Lime Testing Part III	each	\$ 443.63
ASTM C 183	Standard Method of Sampling Hydraulic Cement	per hour	\$ 66.54
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	each	\$ 31.38
ASTM C 185	Air Content of Hydraulic Cement Mortar	each	\$ 63.84

ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	each	\$	76.82
ASTM C 151	Autoclave Expansion of Portland Cement	each	\$	255.36
ASTM C 187	Normal Consistency of Hydraulic Cement	each	\$	63.84
ASTM C 188	Specific Gravity of Hydraulic Cement	each	\$	74.66
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	each	\$	74.66
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	each	\$	63.84
ASTM C 114	Chemical Analysis	each	\$	469.59
ASTM C 91	Water Retention of Masonry Cement	each	\$	119.02
ASTM C 150	Chemical Analysis	each	\$	470.68
	Physical Analysis	each	\$	933.78

SOILS (Earthwork)

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>UNIT</u>		<u>2025</u>
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	per hour	\$	66.54
	In-Place Moisture-Density Test Technician Time	per hour	\$	66.54
ASTM D 2922	Nuclear Density	each	\$	32.46
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone)	each	\$	93.05
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	per hour	\$	66.54
	Proof Rolling Observation	per hour	\$	66.54
ASTM D 2922	Nuclear Density Test with Observation	each	\$	20.56
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>UNIT</u>		<u>2025</u>
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	each	\$	17.31
	Atterberg Limits a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	each	\$	130.87
	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric	each	\$	132.01
	b) Linear (TxDOT, TEX-107-E)	each	\$	132.01
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis a) Washed through No. 40 (Up to 5 Sieves) b) Washed through No. 200 (Up to 4 Sieves) c) Additional Sieves	each each each	\$ \$ \$	73.58 108.20 17.31
ASTM D 1140 TEX-145-E	Amount Finer than No. 200 Sieve	each	\$	73.58
	Determining Sulfate Content in Soils	each	\$	91.97
	Moisture-Density Relationship (Proctor) Preparation Time	per hour	\$	66.54
Preparation Time ASTM D 698;	ASTM	each	\$	364.47

ASTM D 1557				
AASHTO T 99;	AASHTO	each	\$	364.47
AASHTO T 180				
TxDOT, TEX-113-E;	TxDOT	each	\$	364.47
TxDOT, TEX-114-E				
MIL STD CE 55A	Corps of Engineers	each	\$	364.47
ASTM D 535				
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	per set	\$	1,051.49
	Each Additional Specimen	each	\$	229.01
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens			
	Part I	per set	\$	1,742.05
	Part II	per set	\$	1,601.38
	Each Additional Specimen	each	\$	194.76
ASTM D 854;	Specific Gravity	each	\$	108.20
TxDOT, TEX-108-E				
ASTM D 422;	Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)	each	\$	353.82
TxDOT, TEX-110-E				
ASTM D 5084	Hydraulic Conductivity	each	\$	550.75
ASTM D 2166	Unit Weight	each	\$	36.79
TxDOT, TEX-116-E	Wet Ball Mill	each	\$	266.18
	Water Content and Visual Classification	each	\$	17.31
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	each	\$	62.46
	b) Rock Core Specimens	each	\$	78.48
	(1) Sawed Specimen Ends	per end	\$	15.15
	Triaxial Compression	each	\$	2,288.00
	Direct Shear	each	\$	676.19
	Consolidation (Not Including Specific Gravity)	each	\$	2,002.00
	Swell Test		\$	-
	a) Pressure Method	each	\$	384.12
	b) Free Swell	each	\$	205.58

SUBCONSULTANTS - Rodriguez Engineering Laboratories LLC

CONSTRUCTION MATERIALS TESTING SERVICES

HMAC Field Testing and Sample Pick-up

	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$	72.80
	Field Tech Time (on-site only, 2-hour minimum)	Per hr	\$	72.80
Tex-207-F, VII	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	\$	94.63
Tex-207-F, Part V	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	\$	94.63
Tex-140-E	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	\$	24.27
Tex-244-F	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	\$	212.31
	Permeability or Water Flow of Hot Mix Asphalt	Per ea	\$	90.56

Laboratory Testing of HMAC

	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	\$	203.82
	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	\$	218.38
	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	\$	103.12
	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	\$	75.22
	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	\$	75.22
	Hveem Stability (TEX-208-F) (3 per set)	Per ea	\$	75.22
	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	\$	94.63
	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	\$	686.67
	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	\$	88.56
	Bulk Specific Gravity of Core (Tex-207-F Part I)	Per ea	\$	32.76
	Bulk Specific Gravity of Core (Tex-207-F Part VI), in addition to Specific Gravity (3.2.14)	Per ea	\$	75.22
	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)			
	Bag Sample	Per ea	\$	67.94
	Core Sample	Per ea	\$	80.08
	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	\$	135.87
	Boiling Stripping Test (TEX-530-C)	Per ea	\$	133.45
	Draindown Characteristics of Bituminous Materials (Tex-235-F)	Per ea	\$	134.00
	Moisture Content of Bituminous Materials (Tex-212-F)	Per ea	\$	50.00
	Shear Bond Strength Test (Tex-249-F)	Per ea	\$	248.24
	Ideal Cracking Test (Tex-250-F)	Per ea	\$	362.02
	Thickness of HMAC cores by Direct Measurement	Per ea	\$	15.76

HMAC Coring

	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	\$	72.80
	Field Tech time (on-site only, 2-hour minimum)	Per hr	\$	72.80
	Core, per inch thickness			
	0"-6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$	118.90
	> 6"-10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$	131.63
	> 10"-14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$	169.85
	>14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	\$	169.85
	Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	\$	7.28

Laboratory Testing of Liquid Asphalt and Emulsions

	Abson Recovery (Extraction using Solvent is not Included)	Per ea	\$	291.17
	Breaking Index (Asphalt Emulsions)	Per ea	\$	114.04
	Cement Mix	Per ea	\$	86.13
	Demulsibility (Anionic or Cationic Emulsions)	Per ea	\$	86.13
	Density of Emulsified Asphalt	Per ea	\$	86.13
	Ductility of Bituminous Materials	Per ea	\$	122.54
	Elastic Recovery Test	Per ea	\$	99.48
	Float Test For Bituminous Materials	Per ea	\$	99.48
	Kinematic Viscosity of Cut-Back Asphalt	Per ea	\$	122.54
	Penetration of Bituminous Materials	Per ea	\$	76.44
	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	\$	179.55
	Residue by Evaporation	Per ea	\$	179.55

Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	\$	76.44
Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	\$	76.44
Sieve Test of Emulsified Asphalt	Per ea	\$	53.38
Softening Point of Bitumen (Ring-and-Ball)	Per ea	\$	122.54
Storage Stability (24 Hrs)	Per ea	\$	133.45
Specific Gravity of Emulsified Asphalt	Per ea	\$	82.49
Viscosity by Vacuum Capillary Viscometer	Per ea	\$	122.54
Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	Per ea	\$	100.70

Field Testing Equipment

Vehicle

Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	\$	85.00
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Engineering Consultation

Principal	Per hr	\$	280.24
Project Manager/Professional Engineer	Per hr	\$	179.55
Project Engineer	Per hr	\$	139.52
Graduate Engineer	Per hr	\$	104.34
Senior Engineering Technician	Per hr	\$	90.99
Engineering Technician (Asphalt, Concrete, Soils, etc.)	Per hr	\$	72.80
Clerical	Per hr	\$	58.23

Commissioners Court - Regular Session**64.****Meeting Date:** 02/25/2025

Approval of Renewal #2 (FINAL) for Contract # 23IFB1 Metal Beam Guard Fence In Place (MBGF) RHB Inc. for Road and Bridge Department

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 the second and FINAL Renewal of Contract #23IFB1 (MBGF) for the same terms and conditions without any price increase but with additional items added, as per the attached bid tabulation with RHB Construction Inc., for a 12-month term from January 10, 2025, to January 9, 2026.

Background

This is the second and FINAL renewal of this contract, for Contract #23IFB1 (MBGF). The contract with RHB Construction Inc. is for a 12-month term from January 10, 2025, to January 9, 2026. The second renewal is retroactively covering the period from January 10, 2025, to January 9, 2026. The reason for this being retroactively approved is that the department first intended to issue a new solicitation, but after careful analysis decided it was more beneficial to the county to add the items to the existing contract. The added items will not exceed the 25% threshold of the contract amount. The Road and Bridge Department has confirmed that the vendor met the County requirements for this contract and requests renewal. The funding source is 01.0200.0210.003599. The Department's point of Contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal 2
1295 form

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Cheryl Johnson

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 01:06 PM

02/19/2025 04:17 PM

Started On: 02/18/2025 10:18 AM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB1	Department:	Road and Bridge
Vendor Name:	RHB		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL#2) Second and FINAL renewal for Metal Beam Guard Fence (MBGF) In Place			
Type of Contract:	IFB	Start Date:	01-10-2025
Purchasing Contact:	Cheryl Johnson	End Date:	01-09-2026
Department Contact:	Kelly Murphy		
<p>Williamson County wishes to extend this bid/proposal however, the renewal will maintain the same terms and conditions without a price increase, but additional items have been added (please see the bid tab)</p> <ul style="list-style-type: none">• PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">○ COMPLETED 1295 FORM.○ RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.○ DOCUMENTATION SUBSTANTIATING THE INCREASE. (IF APPLICABLE) <p>Renewal Option Period 2 January 10, 2025-- January 09-2026 Renewal Option Period 1 January 10, 2024-- January 09, 2025 Initial Contract Period January 10, 2023 -- January 09-2024</p>			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Ron Hummel</u>	Bill Gravell, Jr		
Title <u>V.P.</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature-_____		
Date <u>2-18-25</u>	Date-_____		

23IFB1 Metal Beam Guard Fence					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
500 6001	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	1,600	\$39.00	\$62,400.00
540 6002	MTL W-BEAM GD FEN (STEEL POST)	LF	400	\$39.00	\$15,600.00
540 6005	TERMINAL ANCHOR SECTION	EA	10	\$925.00	\$9,250.00
540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	8	\$100.00	\$800.00
540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	2	\$100.00	\$200.00
540 6008	MTL BEAM GD FEN TRANS (T101)	EA	2	\$100.00	\$200.00
540 2015	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	300	\$75.00	\$22,500.00
540 2022	MTL W-BEAM GD FEN(STL POST)RADIUS RAIL	LF	100	\$80.00	\$8,000.00
540 2023	RADIAL TERMINAL ANCHOR SECTION (DRWY)	EA	2	\$1,000.00	\$2,000.00
540 6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	2	\$1,000.00	\$2,000.00
540 6014	SHORT RADIUS	LF	100	\$25.00	\$2,500.00
542 6001	REMOVING METAL BEAM GUARD FENCE	LF	1,200	\$14.25	\$17,100.00
542 6002	REMOVING TERMINAL ANCHOR SECTION	EA	10	\$250.00	\$2,500.00
542 6004	RM MTL BM GD FEN TRANS (THRIE-BEAM)	EA	8	\$25.00	\$200.00
542 2004	REMOVING MTL BM GD FEN TRANS (TL2)	LF	2	\$75.00	\$150.00
542 6005	RM MTL BM GD FENCE TRANS (T101)	EA	2	\$75.00	\$150.00
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	14	\$4,850.00	\$67,900.00
544 6003	GUARDRAIL END TREATMENT (REMOVE)	EA	14	\$1,475.00	\$20,650.00
TOTAL					\$246,100.00

23IFB1 - Metal Beam Guard Fence - Additional Items

DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE
Mow Strip (4 IN)*	SY	5	1590
Elephant Ear	EA	4	185

*Per TxDOT Metal Beam Guard Fence (Mow Strip) Standards

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.

RHB
Round Rock, TX United States

Certificate Number:
2025-1269064

Date Filed:
02/13/2025

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:
02/18/2025

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.

23IFB1
Metal Beam Guard Fence

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

Certificate Number:
2025-1269064

Date Filed:
02/13/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

RHB
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.

23IFB1
Metal Beam Guard Fence

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

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 18 day of 02, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**65.****Meeting Date:** 02/25/2025

Award of IFB #25IFB18 Flexible Base to Central Texas Stone and Aggregate for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Central Texas Stone and Aggregate based on the lowest and best bid for a particular location or type of material.

Background

Williamson County sent out over two thousand four hundred seventeen (2,417) notifications with forty-seven (47) document takers and received five (5) vendor submissions for Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. The initial term is one (1) year with options for two (2) additional twelve (12) month renewals. After reviewing all the pertinent information, Road and Bridge recommends awarding the 25IFB18 Flexible Base bid to Central Texas Stone and Aggregate based on the lowest and best bid for a particular location or type of material. No Ensuing Agreement required, as this is for goods only. Origination ticket # 1750, funding sources are 01.200.0210.003551 and 01.0200.0210.003597. The department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Letter

Bid Tabulation - All submittals

Bid Tab - Central Texas Stone & Aggregate

Form 1295 - Central Texas Stone & Aggregates

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 12:39 PM

02/19/2025 04:20 PM

Started On: 02/18/2025 11:14 AM



February 5, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB18 – Flexible Base

After reviewing all the pertinent information, we recommend awarding the 25IFB18 Flexible Base bid to Wilco Aggregates, Central Texas Stone and Aggregate, and Heartland Quarries based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Williamson'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Heartland Quarries

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 8.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 8.50

Greenville Enterprises

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 75.00
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 75.00

Wilco Aggregates

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 6.75
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 6.75

Central Texas Stone and Aggregate

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 7.50

Big City Crushed Concrete

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$7.50

Central Texas Stone and Aggregate - Flex Base Bid Items

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CENTRAL TEXAS STONE & AGGREGATE LLC
AUSTIN, TX United States

Certificate Number:
2025-1270341

Date Filed:
02/17/2025

Date Acknowledged:
02/18/2025

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.

25IFB18
FLEX BASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, 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.

CENTRAL TEXAS STONE & AGGREGATE LLC
AUSTIN, TX United States

Certificate Number:
2025-1270341

Date Filed:
02/17/2025

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.

25IFB18
FLEX BASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Steve Pack, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], TX, [REDACTED], USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WILLIAMSON County, State of Texas, on the 17 day of February, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**66.****Meeting Date:** 02/25/2025

Award of IFB #25IFB18 Flexible Base to Heartland Quarries LLC for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Heartland Quarries LLC dba Heartland Aggregates based on lowest and best bid for a particular location or type of material.

Background

Williamson County sent out over two thousand four hundred seventeen (2,417) notifications with forty-seven (47) document takers and received five (5) vendor submissions for Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. The initial term is one (1) year with options for two (2) additional twelve (12) month renewals. After reviewing all the pertinent information, Road and Bridge recommends awarding the 25IFB18 Flexible Base bid to Heartland Quarries dba Heartland Aggregates based on the lowest and best bid for a particular location or type of material. No Ensuing Agreement required, as this is for goods only. Origination ticket # 1750, funding sources are 01.200.0210.003551 and 01.0200.0210.003597. The department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Letter

Bid Tabulation - All submittals

Bid Tab - Heartland Quarries

Form 1295 - Heartland Quarries LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 01:01 PM

02/19/2025 04:22 PM

Started On: 02/18/2025 11:30 AM



February 5, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB18 – Flexible Base

After reviewing all the pertinent information, we recommend awarding the 25IFB18 Flexible Base bid to Wilco Aggregates, Central Texas Stone and Aggregate, and Heartland Quarries based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Williamson'.

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Heartland Quarries

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 8.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 8.50

Greenville Enterprises

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 75.00
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 75.00

Wilco Aggregates

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 6.75
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 6.75

Central Texas Stone and Aggregate

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 7.50

Big City Crushed Concrete

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$8.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$8.50

Heartland Quarries - bid package

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.

Heartland Quarries, LLC dba Heartland Aggregates
Austin, TX United States

Certificate Number:
2025-1265877

Date Filed:
02/06/2025

Date Acknowledged:
02/18/2025

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.

25IFB18
Flex Base

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, 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.

Heartland Quarries, LLC dba Heartland Aggregates
Austin, TX United States

Certificate Number:
2025-1265877

Date Filed:
02/06/2025

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.

25IFB18
Flex Base

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michelle Schuler and my date of birth is 10 [REDACTED]

My address is [REDACTED] [REDACTED] [REDACTED] TX [REDACTED] USA
(street) (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 6 day of February, 2025.
(month) (year)

Michelle Schuler
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**67.****Meeting Date:** 02/25/2025

Award of IFB #25IFB16 County Road Seal Coat FY 25 Improvements to D.I.J. Construction, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #25IFB16 County Road Seal Coat FY 25 Improvements to D.I.J. Construction Inc. in the not-to-exceed amount of \$1,177,935.15 and authorize execution of the agreement.

Background

Williamson County sent out eight thousand eight hundred thirty-six (8,836) notifications with thirty-nine (39) document takers and received six (6) vendor submissions. The bids for the project have been reviewed and the apparent low bid, D.I.J. Construction, Inc. was found to be responsive, mathematically correct, and materially balanced. This contractor has performed similar work on other projects and received positive references from those contacted. The Road and Bridge Department recommends Williamson County award this solicitation to D.I.J. Construction, Inc. The Origination ticket #1707, the funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - D.I.J. Construction Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 10:29 AM

02/19/2025 11:32 AM

Started On: 02/06/2025 12:22 PM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and D.I.J. Construction, Inc ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 25IFB16 County Road Seal Coat FY 25 Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of one million one hundred seventy-seven thousand nine hundred thirty-five dollars and fifteen cents (\$1,177,935.15), in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation ## 25IFB16 County Road Seal Coat FY 25 Improvements; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

A handwritten signature in blue ink, appearing to be "LH", is located in the bottom right corner of the page.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 25 days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION**

DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

4.3 Final Completion. The Work shall be fully and finally completed on or before 30 days; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 per day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of

the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner



informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and

- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES



7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit



- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage

by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
 - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84),

showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in

relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or

entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the



breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or



condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.



11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.



11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Date: _____

CONTRACTOR:

D.I.J. Construction, Inc

By: Terry Nix

Printed Name: Terry Nix

Date: 2-5-2025

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Title: _____

Contractor's Designated Representative:

Terry Nix
P.O. Box 1609
Bertram, TX. 78605

Phone 512-355-2766

Fax 512-355-2392

Title: President



January 23, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for County Road Seal Coat FY25 Improvements –
Bid #25IFB16

The bids for the subject-referenced project have been reviewed, and the apparent low bid (D.I.J. Construction, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. D.I.J. Construction, Inc	\$1,177,935.15
2. INRI, LLC	\$1,223,809.90
3. Clark Construction of Texas, Inc	\$1,311,121.80
4. CK Newberry, LLC	\$1,360,230.50
5. Intermountain Slurry Seal, Inc	\$1,464,892.80
6. Alpha Paving Industries, LLC	\$2,190,858.75

The Contractor's low base bid is \$70,048.85 below the Engineer's Estimate, a cost decrease of 5.61%.

In addition to meeting the bid qualifications, D.I.J. Construction, Inc has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$1,177,935.15 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award D.I.J. Construction, Inc the contract for the County Road Seal Coat FY25 Improvements Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Williamson'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Matt Williamson, P.E.
Director of Road & Bridge

Contractor Name:			D.I.J. Construction, Inc.			
Bid Form County Road Seal Coat FY 25 Williamson County, Texas						
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
316	6077	AGGR (TY-B GR-4S SAC-A)	CY	3,675	\$ 99.00	\$ 363,825.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	183,765	\$ 3.79	\$ 696,469.35
500	6001	MOBILIZATION*	LS	1	\$ 100,000.00	\$ 100,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 6,000.00	\$ 12,000.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	5	\$ 10.00	\$ 50.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	74	\$ 12.00	\$ 888.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	312	\$ 3.00	\$ 936.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	74	\$ 12.00	\$ 888.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	284	\$ 3.00	\$ 852.00
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	312	\$ 3.30	\$ 1,029.60
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	284	\$ 3.30	\$ 937.20
672	6009	REFL PAV MRKR TY II-A-A	EA	5	\$ 12.00	\$ 60.00
					Project Toal	\$ 1,177,935.15

25IFB16 County Road Seal Coat FY 25 Improvements

Opened on: Monday, January 6, 2025

Supplier Name	Amount
Alpha Paving Industries, LLC	\$2,190,858.75
CK Newberry, LLC	\$1,360,230.50
Clark Construction of Texas, Inc	\$1,311,121.80
D.I.J. Construction, Inc	\$1,177,935.15
INRI, LLC	\$1,223,809.90
Intermountain Slurry Seal, Inc	\$1,464,892.80

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.

D.I.J. Construction, Inc.
Bertram, TX United States

Certificate Number:
2025-1264613

Date Filed:
02/04/2025

Date Acknowledged:
02/06/2025

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.

25IFB16
County Road Seal Coat FY 25 Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Danny	Bertram, 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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

D.I.J. Construction, Inc.
Bertram, TX United States

Certificate Number:
2025-1264613

Date Filed:
02/04/2025

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.

25IFB16
County Road Seal Coat FY 25 Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party.


☐**6 UNSWORN DECLARATION**

My name is Terry Nix, and my date of birth is [REDACTED].

My address is [REDACTED] US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burnet County, State of Texas, on the 4 day of February, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**68.****Meeting Date:** 02/25/2025

Award of IFB #25IFB18 Flexible Base to Wilco Aggregates LLC for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #25IFB18 Flexible Base to Wilco Aggregates LLC based on the lowest and best bid for a particular location or type of material.

Background

Williamson County sent out over two thousand four hundred seventeen (2,417) notifications with forty-seven (47) document takers and received five (5) vendor submissions for Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. The initial term is one (1) year with options for two (2) additional twelve (12) month renewals. After reviewing all the pertinent information, Road and Bridge recommends awarding the 25IFB18 Flexible Base bid to Wilco Aggregates LLC based on the lowest and best bid for a particular location or type of material. No Ensuing Agreement required, as this is for goods only. Origination ticket # 1750, funding sources are 01.200.0210.003551 and 01.0200.0210.003597. The department's point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Recommendation Letter

Bid Tabulation - All submittals

Bid Tab - Wilco Aggregates

Form 1295 - Wilco Aggregates LLC

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 02/19/2025

Reviewed By

Joy Simonton

Delia Colon

Date

02/19/2025 11:24 AM

02/19/2025 11:37 AM

Started On: 02/06/2025 02:31 PM



February 5, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB18 – Flexible Base

After reviewing all the pertinent information, we recommend awarding the 25IFB18 Flexible Base bid to Wilco Aggregates, Central Texas Stone and Aggregate, and Heartland Quarries based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Williamson'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Heartland Quarries

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 8.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 8.50

Greenville Enterprises

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 75.00
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 75.00

Wilco Aggregates

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 6.75
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 6.75

Central Texas Stone and Aggregate

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 7.50

Big City Crushed Concrete

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 11.00	Type D Grade 1-2 COA 2125 Recycled Crushed Concrete

Wilco Aggregates - flex base bid

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	\$ 6.75
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	\$ 6.75

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.

WILCO AGGREGATES,LLC
FLORENCE, TX United States

Certificate Number:
2025-1265821

Date Filed:
02/06/2025

Date Acknowledged:
02/18/2025

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.

25IFB18
Flexible Base

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, 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)

1 of 1

Commissioners Court - Regular Session**69.****Meeting Date:** 02/25/2025

Consent and Development Agreement for a proposed Williamson County MUD on CR 207

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, The Johnson Development Corp., CR207B Partners, LP, CR207S Partners, LP, Bill Chapman, Heath Chapman, and a proposed Williamson County Municipal Utility District to be located on CR 207.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Consent and Development Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 11:55 AM

Started On: 02/20/2025 11:48 AM

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

THE JOHNSON DEVELOPMENT CORP.;

CR207B PARTNERS, LP;

CR207S PARTNERS, LP;

BILL CHAPMAN;

HEATH CHAPMAN

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. _____

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by **Williamson County, Texas**, a Texas political subdivision (the “County”), **The Johnson Development Corp.** (the “Developer”), and **CR207B Partners, LP, CR207S Partners, LP, Bill Chapman, and Heath Chapman** (collectively, the “Owner”). Subsequent to its creation, **Williamson County Municipal Utility District No. ____**, 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, Owner owns approximately 762 acres of land located within the boundaries of the County (the “Land”)

WHEREAS, the Developer has under contract with Owner to purchase 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 to 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, subsequent to its creation, 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 Subdivision Regulations and 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.

County's Subdivision Regulations means the Williamson County Subdivision Regulations in effect on the date of the County's execution of this Agreement.

Developer means The Johnson Development Corp., 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 762 acres of land located in Williamson County, Texas, as described by metes and bounds and map depiction 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 owners 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 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. If the County submits a request for a contested case hearing, Developer, in addition to the additional remedies set forth in Article V, shall have the right to terminate this Agreement, in which case this Agreement shall be null and void 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 Owner or Developer, 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.

Section 3.04. Additional Land Conveyance. The Owner, Developer, and County acknowledge that the County may require additional land to be conveyed to the County for drainage/water quality improvements to serve the Corridor and LRTP projects shown on Exhibit B. The County will work with the Developer to minimize the amount of such additional land to be conveyed to the County. In no event shall such additional land exceed nine (9) acres. The Developer agrees to convey, or cause to be conveyed, such additional land to the County by special warranty deed provided that the location, and amount, of such additional land is agreed upon by the Developer and consistent with the Developer's plan for development of the Property.

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. 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 and 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. Notwithstanding the foregoing, in the event (i) Developer does not purchase the Land, in which case Developer shall provide notice to the County within thirty (30) days of termination of the purchase contract, and (ii) Owner does not proceed with submittal of an application to the TCEQ for creation of the District, Owner may terminate this Agreement by providing written notice to the County.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by one or more of the Owners 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 or a platted commercial 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 injunctive relief or 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 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: The Johnson Development Corp.
Attn: Elizabeth York
5005 Riverway Drive
Houston, TX 77056

District: Williamson County Municipal Utility District No. ____
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, TX 78701

Owner(s): CR207B Partners
Attn: Bill Chapman
P.O. Box 639
Liberty Hill, TX 78642

CR207S Partners
Attn: Bill Chapman
P.O. Box 639
Liberty Hill, TX 78642

Bill Chapman
P.O. Box 639
Liberty Hill, TX 78642

Heath Chapman
P.O. Box 639
Liberty Hill, TX 78642

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:

THE JOHNSON DEVELOPMENT CORP.,
a Delaware corporation

By: Michael J. Smith

Name: Michael J. Smith

Its: President and CEO

Date: February 20, 2025

Address for Notice:

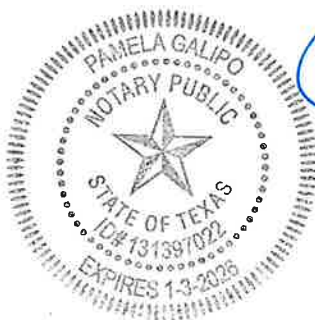
The Johnson Development Corp.
Attn: Elizabeth York
5005 Riverway, Suite 500
Houston, TX 77056

THE STATE OF Texas
COUNTY OF Harris

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§

This instrument was acknowledged before me on the 20th day of February, 2025, by Michael J. Smith, as President + CEO of Johnson Dev. Corp. on behalf of Developer.

(Seal)



[Signature]
Notary Public Signature

OWNER:

CR 207B Partners, LP,
a Texas limited partnership

By: CR207B GP, LLC,
its General Partner

By: Bill J. Chapman
Name: Bill J. Chapman
Its: Manager
Date: 2-20-25

Address for Notice:

CR 207 B Partners, LP
Attn: Bill Chapman
P.O. BOX 639
Liberty Hill, TX 78642

THE STATE OF Texas

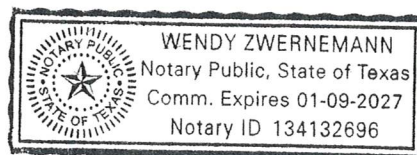
COUNTY OF Williamson

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This instrument was acknowledged before me on the 20 day of February, 2025, by Bill Chapman, as Manager of CR207B GP, LLC, General Partner of CR207B Partners, LP, on behalf of said limited liability company and limited partnership.

Wendy Zwerneemann
Notary Public Signature

(Seal)



OWNER:

CR 207S Partners, LP,
a Texas limited partnership

By: CR207S GP, LLC,
its General Partner

By: Bill J. Chapman

Name: Bill J. Chapman

Its: Manager

Date: 2-20-25

Address for Notice:

CR 207 B Partners, LP
Attn: Bill Chapman
P.O. BOX 639
Liberty Hill, TX 78642

THE STATE OF TEXAS

§

COUNTY OF Williamson

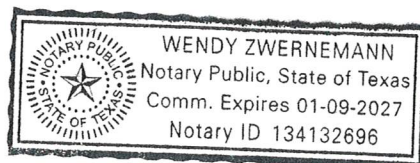
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This instrument was acknowledged before me on the 20 day of February, 2025, by Bill Chapman, as Manager of CR207S GP, LLC, General Partner of CR207S Partners, LP, on behalf of said limited liability company and limited partnership.

Wendy Zwernemann
Notary Public Signature

(Seal)



OWNER:

BILL CHAPMAN

Bill Chapman
Date: 2-26-25

Address for Notice:

Bill Chapman
P.O. BOX 639
Liberty Hill, TX 78642

THE STATE OF TEXAS

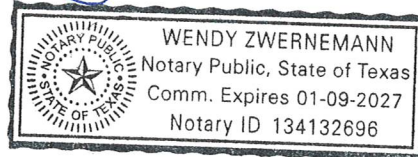
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COUNTY OF Williamson

This instrument was acknowledged before me on the 20 day of
February, 2025, by Bill Chapman.

Wendy Zwernemann
Notary Public Signature

(Seal)



OWNER:

HEATH CHAPMAN

Heath Chapman

Date: 2/20/25

Address for Notice:

Heath Chapman
P.O. BOX 639
Liberty Hill, TX 78642

THE STATE OF TEXAS

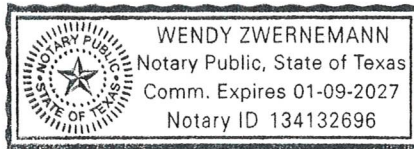
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COUNTY OF Williamson

This instrument was acknowledged before me on the 20 day of February, 2025, by Heath Chapman.

Wendy Zwernemann
Notary Public Signature

(Seal)



**WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. _____**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, TX 78701

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.

Notary Public Signature

(Seal)

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]



Firm: 10194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

FIELD NOTES FOR A 221.075 ACRE TRACT OF LAND:

BEING A 221.075 ACRE TRACT OF LAND, LOCATED IN THE NATHANIEL CAMPBELL SURVEY, ABSTRACT NO. 2, THE THOMAS W, MOORE SURVEY, ABSTRACT NO. 419, AND THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, WILLIAMSON COUNTY, TEXAS, SAID 221.075 ACRE TRACT, BEING THE REMAINING PORTION OF THAT CALLED 264.20 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2004093271, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 221.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located in the northwest right-of-way line of County Road 202, being an exterior corner of the remainder of said 264.20 acre tract, the southwest corner of that called 11.61 acre tract of land recorded in Document No. 2022012965, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described tract of land;

1. **Thence**, with the northwest right-of-way line of County, Road 202, a southeast line of the remainder of said 264.20 acre tract **S 69° 41' 17" W**, a distance of **629.44'** (Record: S 70° 12' 53" W), to a 1/2" iron rod located in the northwest right-of-way line of County Road 202, being an exterior corner of the remainder of said 264.20 acre tract, the southeast corner of that called 6.7846 acre tract of land recorded in Document No. 2000077349, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described tract of land;
2. **Thence**, departing the northwest right-of-way line of County Road 202, with a southwest line of the remainder of said 264.20 acre tract, the northeast line of said 6.7846 acre tract, the northeast line of the remaining portion of that called 30.468 acre tract of land recorded in Document No. 9654939,

Official Public Records, Williamson County, Texas, **N 20° 28' 51" W**, a distance of **1286.00'** (Record: N 19° 48' 46" W, a distance of 1286.22'), to a 1/2" iron rod located for an interior corner of the remainder of said 264.20 acre tract, the northeast corner of the remainder of said 30.468 acre tract, said point being an interior corner of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 264.20 acre tract, and the remainder of said 30.468 acre tract, the following two (2) courses and distances:

3. **S 68° 35' 32" W**, a distance of **1186.58'** (Record: S 69° 16' 25" W, a distance of 1186.61'), to a 1/2" iron rod located for an interior corner of the remainder of said 264.20 acre tract, the northwest corner of the remainder of said 30.468 acre tract, said point being an interior corner of the herein described tract of land;
4. **S 33° 34' 22" E**, a distance of **1293.67'** (Record: S 32° 53' 43" E, a distance of 1294.00'), to a 1/2" iron rod located on the northwest right-of-way line of County Road 202, being an exterior corner of the remainder of said 264.20 acre tract, the southwest corner of the remainder of said 30.468 acre tract, said point being an exterior corner of the herein described tract of land;

Thence, with the northwest right-of-way line of County Road 202, the southeast lines of the remainder of said 264.20 acre tract, the following four (4) courses and distances:

5. **S 71° 03' 39" W**, a distance of **83.52'** (Record: S 72° 03' 17" W, a distance of 83.41'), to a 1/2" iron rod located for an angle point for the herein described tract of land;
6. **S 69° 09' 17" W**, a distance of **547.00'** (Record: S 69° 50' 09" W, a distance of 547.16'), to a 1/2" iron rod located for an angle point for the herein described tract of land;
7. **S 70° 33' 57" W**, a distance of **114.61'** (Record: S 71° 08' 35" W, a distance of 114.48'), to a 1/2" iron rod located for an angle point for the herein described tract of land;

8. **S 01° 36' 04" E**, a distance of **12.31'** (Record: S 00° 02' 10" W, a distance of 12.44'), to a 1/2" iron rod located on the northwest right-of-way line of County Road 202, being an angle point of the remainder of said 264.20 acre tract, said point being an angle point of the herein described tract of land;
9. **Thence**, departing the northwest right-of-way line of County Road 202, with a southeast line of the remainder of said 264.20 acre tract, **N 76° 17' 08" W**, a distance of **258.06'** (Record: N 74° 38' 54" W, a distance of 258.06'), to a calculated point in the approximate centerline of the North Fork San Gabriel River, said point being the southwest corner of the herein described tract of land;

Thence, with the approximate center line of the North Fork San Gabriel River, the following fourteen (14) courses and distances:

10. **N 21° 41' 09" W**, a distance of **245.26'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
11. **N 43° 38' 27" W**, a distance of **161.56'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
12. **N 56° 26' 11" W**, a distance of **148.10'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
13. **N 65° 22' 23" W**, a distance of **296.47'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
14. **N 66° 57' 14" W**, a distance of **65.92'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
15. **N 74° 05' 09" W**, a distance of **282.73'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;

16. **N 66° 04' 13" W**, a distance of **132.64'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
17. **N 55° 39' 23" W**, a distance of **181.18'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
18. **N 41° 43' 22" W**, a distance of **228.47'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
19. **N 30° 42' 50" W**, a distance of **140.34'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
20. **N 06° 36' 33" W**, a distance of **139.47'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
21. **N 04° 38' 34" E**, a distance of **110.80'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
22. **N 08° 38' 38" E**, a distance of **228.62'** to a calculated point in the center line of the North Fork San Gabriel River for an angle point of the herein described tract of land;
23. **N 36° 56' 58" E**, a distance of **225.54'** to a calculated point in the center line of the North Fork San Gabriel River, being an angle point of the remainder of said 264.20 acre tract, the southwest corner of that certain 20.136 acre tract of land recorded in Document No. 2016056095, Official Public Records, Williamson County, Texas, said point being an angle point of the herein described tract of land;
24. **Thence**, departing the approximate center line of North Fork San Gabriel River, with the common boundary lines of the remainder of said 264.20 acre tract, and said 20.136 acre tract, the following two (2) courses and distances:

25. **N 65° 45' 14" E**, passing a 5/8" iron rod with a red "REFERENCE POINT" cap set on-line at a distance of 353.22', continuing for a distance of **1443.25'** (Record per Document No. 2016056095: N 65° 45' 14" E, a distance of 1443.25'), to a 1/2" iron rod located for an interior corner of the herein described tract of land;

26. **N 24° 14' 04" W**, a distance of **726.33'** (Record per Document No. 2016056095: N 24° 14' 46" W, a distance of 726.27'), to a 1/2" iron rod located for the northwest corner of the remainder of said 264.20 acre tract, the northeast corner of said 20.136 acre tract, being in a southeast line of that called 279.41 acre tract of land recorded in Document No. 2023023810, Official Public Records, Williamson County, Texas, said point being the northwest corner of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 264.20 acre tract, and said 279.41 acre tract, the following nine (9) courses and distances:

27. **N 63° 25' 40" E**, a distance of **493.20'** (Record: N 64° 06' 25" E), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;

28. **N 68° 05' 37" E**, a distance of **122.45'** (Record: N 68° 46' 39" E, a distance of 122.56'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;

29. **N 69° 22' 35" E**, a distance of **54.34'** (Record: N 70° 43' 56" E, a distance of 54.20'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;

30. **N 66° 56' 44" E**, a distance of **826.76'** (Record: N 67° 33' 58" E, a distance of 826.44'), to a cotton spindle located for an angle point of the herein described tract of land;

31. **N 69° 41' 14" E**, a distance of **363.70'** (Record: N 70° 21' 41" E, a distance of 363.72'), to a 1/2" iron rod located for an angle point of the herein described tract of land;

32. **N 68° 27' 55" E**, a distance of **1063.59'** (Record: N 69° 07' 32" E, a distance of 1063.83'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
33. **N 69° 58' 27" E**, a distance of **709.48'** (Record: N 70° 40' 42" E, a distance of 709.49'), to a 1/2" iron rod located for an angle point of the herein described tract of land;
34. **N 76° 38' 11" E**, a distance of **391.69'** (Record: N 77° 18' 37" E, a distance of 391.77'), to a 1/2" iron rod located for the northeast corner of the herein described tract of land;
35. **S 12° 32' 02" W**, a distance of **1777.35'** (Record: S 13° 13' 03" W), to a 1/2" iron rod located for an exterior corner of the remainder of said 264.20 acre tract, being in a northwest line of said 279.41 acre tract, the northeast corner of that certain 22.909 acre tract of land recorded in Document No. 2020117500, Official Public Records, Williamson County, Texas, said point being an exterior corner of the herein described tract of land;

Thence, with the common boundary lines of the remainder of said 264.20 acre tract, and said 22.909 acre tract, the following six (6) courses and distances:

36. **N 76° 18' 21" W**, a distance of **447.18'** (Record per Document No. 2020117500: N 76° 18' 21" W, a distance of 447.18'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an angle point of the herein described tract of land;
37. **S 69° 54' 01" W**, a distance of **571.59'** (Record per Document No. 2020117500: S 69° 54' 01" W, a distance of 571.59'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located for an interior corner of the herein described tract of land;
38. **S 20° 05' 59" E**, a distance of **25.00'** (Record per Document No. 2020117500: S 20° 05' 59" E, a distance of 25.00'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located at the beginning of a curve to the right;
39. with said curve to the right containing a radius of 525.00', a central angle of 46°36'58", a chord which bears S 03° 12' 30" W, a chord distance of

415.46', a total **curve length** of **427.14'**, to a 1/2" iron rod located for a point of tangency of the herein described tract of land;


40. **S 26° 30' 59" W**, a distance of **49.81'** (Record per Document No. 2020117500: N 26° 30' 59" W, a distance of 49.81'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located at the beginning of a curve to the left of the herein described tract of land;

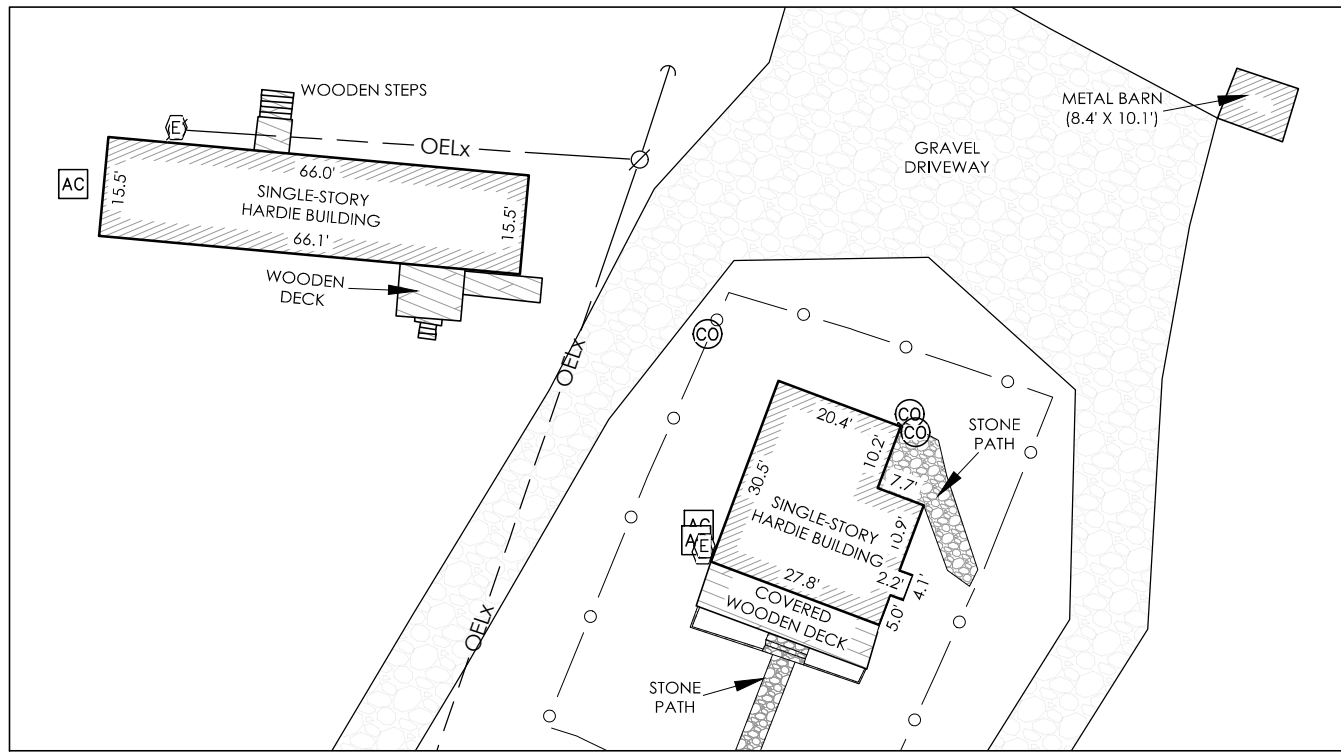
41. with said curve to the left containing a radius of 786.43', a central angle of 45°44'59", a chord which bears S 03° 28' 15" W, a chord distance of 611.40', a total **curve length** of **627.95'**, to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap located at a point of tangency for the remainder of said 264.20 acre tract, being the southwest corner of said 22.909 acre tract, the northwest corner of said 11.61 acre tract, said point being a point of tangency of the herein described tract of land;

42. **Thence**, with a northeast line of the remainder of said 264.20 acre tract, the southwest line of said 11.61 acre tract, **S 20° 34' 16" E**, a distance of **871.46'** (Record: S 19° 47' 27" E, a distance of 871.19'), to the **POINT OF BEGINNING** containing **221.075 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid. A survey plat was prepared by a separate document.




Travis L. Quicksall RPLS #6447
Date: 01/22/2025
Job #25-0003



- SCHEDULE B EXCEPTIONS:**
100. EASEMENT - RECORDED IN VOLUME 478, PAGE 545, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT APPLY, LOCATED SOUTHEAST OF SUBJECT PROPERTY)
101. ACCESS EASEMENT TO RYAN'S BANQUET AND BANDA CHAPMAN - RECORDED IN DOCUMENT NO. 2016056095, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (APPLIES, SHOWN ON SURVEY)
102. ACCESS EASEMENT TO HEATH BANDED CHAPMAN - RECORDED IN DOCUMENT NO. 2020117500, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (2.418 ACRE ACCESS EASEMENT, SHOWN ON SURVEY)
103. UTILITY EASEMENT - RECORDED IN DOCUMENT NO. 2021104848, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (APP. BLANKET IN NATURE AFFECTING THE PARENT 260.20 ACRE TRACT; 20' WIDE UTILITY EASEMENT CENTERED ON INSTALLED LINES, SPEC LINES NOT SPECIFIED)

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO SIGNIFICANT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, APPARENT BOUNDARY LINE CONFLICTS, VISIBLE ENCROACHMENTS, OVERLAPPING OF VISIBLE IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS, EXCEPT AS SHOWN, AND THAT SAID SURVEY HAS ACCESS TO AND FROM THE DEDICATED ROADWAY. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENT FOR A CATEGORY 1A, CONDITION 4, LAND TITLE SURVEY.

Travis Luckisall

TRAVIS LUCKISALL DATE: JANUARY 02, 2025
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4447
JOB NO. 25-0003

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	525.00'	427.14'	46°36'58"	S03° 12' 30"W	415.46'
C2	786.43'	627.95'	45°44'59"	S03° 28' 15"W	611.40'

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 239.52 ACRES OF LAND OUT OF THE N. CAMPBELL SURVEY, ABSTRACT NUMBER 2 AND THE J. BERRY SURVEY, ABSTRACT NUMBER 62, BOTH OF WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN ANDY BURKETT 239.52 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2014010004, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 239.52 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWED:

BEGINNING at an iron rod set in the westerly right-of-way line of CR 207, at the southeast corner of that certain Andrew A. Hudson 227.64 acre tract recorded in Document Number 2014067598, Official Public Records, said county (herein referred to as OPR), same being the northeast corner of said 239.52 acre tract, for the northeast corner hereof;

THENCE along said right-of-way line and the easterly line of said 239.52 acre tract, the following 3 calls,

1. South 16 degrees 50 minutes 00 seconds West, 252.89 feet to an iron rod set,
2. South 12 degrees 00 minutes 00 seconds East, 118.50 feet to an iron rod set,
3. South 18 degrees 56 minutes 26 seconds East, 1,029.00 feet to an iron rod set in said line, at the northeast corner of that certain John L. Stapper 195.27 acre tract recorded in Document Number 2018051668, OPR, same being the southeast corner of said 239.52 acre tract, for the southeast corner hereof;

THENCE South 71 degrees 10 minutes 00 seconds West, along the northerly line of said 195.27 acre tract and the southerly line of said 239.52 acre tract, at 4,760.66 feet passing an iron rod set in said line, and continuing in all, 7,230.00 feet to the easterly line of that certain Robert Umstad 161.80 acre tract recorded in Volume 826, Page 597, Deed Records, said county, at the northwest corner of said 195.27 acre tract, same being the southwest corner of said 239.52 acre tract, for the southwest corner hereof;

THENCE along the easterly line of said 161.80 acre tract, that certain Warren Broz 4.32 acre tract recorded in Document Number 1997025084, OPR, and that certain B.F. Ranch, LLC. 151.59 acre tract recorded in Document Number 2008057453, OPR, along the westerly line of said 239.52 acre tract, the following 10 calls,

1. North 13 degrees 00 minutes 00 seconds West, 304.99 feet,
2. North 03 degrees 00 minutes 00 seconds East, 203.00 feet,
3. North 11 degrees 24 minutes 14 seconds East, 288.77 feet,
4. North 36 degrees 33 minutes 02 seconds East, 43.51 feet,
5. North 46 degrees 18 minutes 21 seconds East, 64.57 feet,
6. North 18 degrees 31 minutes 44 seconds East, 394.09 feet,
7. North 32 degrees 11 minutes 42 seconds West, 270.97 feet,
8. North 22 degrees 10 minutes 00 seconds West, 116.58 feet,
9. North 07 degrees 06 minutes 36 seconds West, 343.65 feet to an iron rod found, being the southeast corner of said 4.32 acre tract and the northeast corner of said 161.80 acre tract,
10. North 08 degrees 14 minutes 54 seconds East, 397.25 feet to an iron rod found, for the northwest corner hereof;


THENCE continuing along the easterly line of said 4.32 acre tract and said 151.59 acre tract, along the northerly line of said 239.52 acre tract, the following 5 calls,

1. North 78 degrees 13 minutes 56 seconds East, 109.24 feet,
2. South 02 degrees 10 minutes 16 seconds East, 197.58 feet,
3. North 67 degrees 15 minutes 55 seconds East, 218.59 feet, being the most southerly corner of said 151.59 acre tract,
4. North 52 degrees 14 minutes 08 seconds East, 432.10 feet,
5. North 25 degrees 33 minutes 23 seconds East, 96.27 feet to an angle corner in the westerly line of said 277.64 acre tract, same being an angle corner in the northerly line of said 239.52 acre tract, for an angle corner in the northerly line hereof;

THENCE along the southerly line of said 227.64 acre tract, continuing along the northerly line of said 239.52 acre tract, the following 8 calls,

1. South 58 degrees 02 minutes 50 seconds East, 411.57 feet to a fence corner post found,
2. South 34 degrees 46 minutes 27 seconds East, 299.74 feet to a fence corner post found,
3. South 87 degrees 02 minutes 51 seconds East, 767.52 feet to a fence corner post found,
4. South 13 degrees 38 minutes 00 seconds East, 23.82 feet to a fence corner post found,
5. North 71 degrees 04 minutes 48 seconds East, 2,144.63 feet to a fence corner post found,
6. North 71 degrees 19 minutes 38 seconds East, 878.49 feet to a fence corner post found,
7. North 71 degrees 17 minutes 19 seconds East, 675.80 feet to a fence corner post found,
8. North 71 degrees 23 minutes 04 seconds East, 1,099.47 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



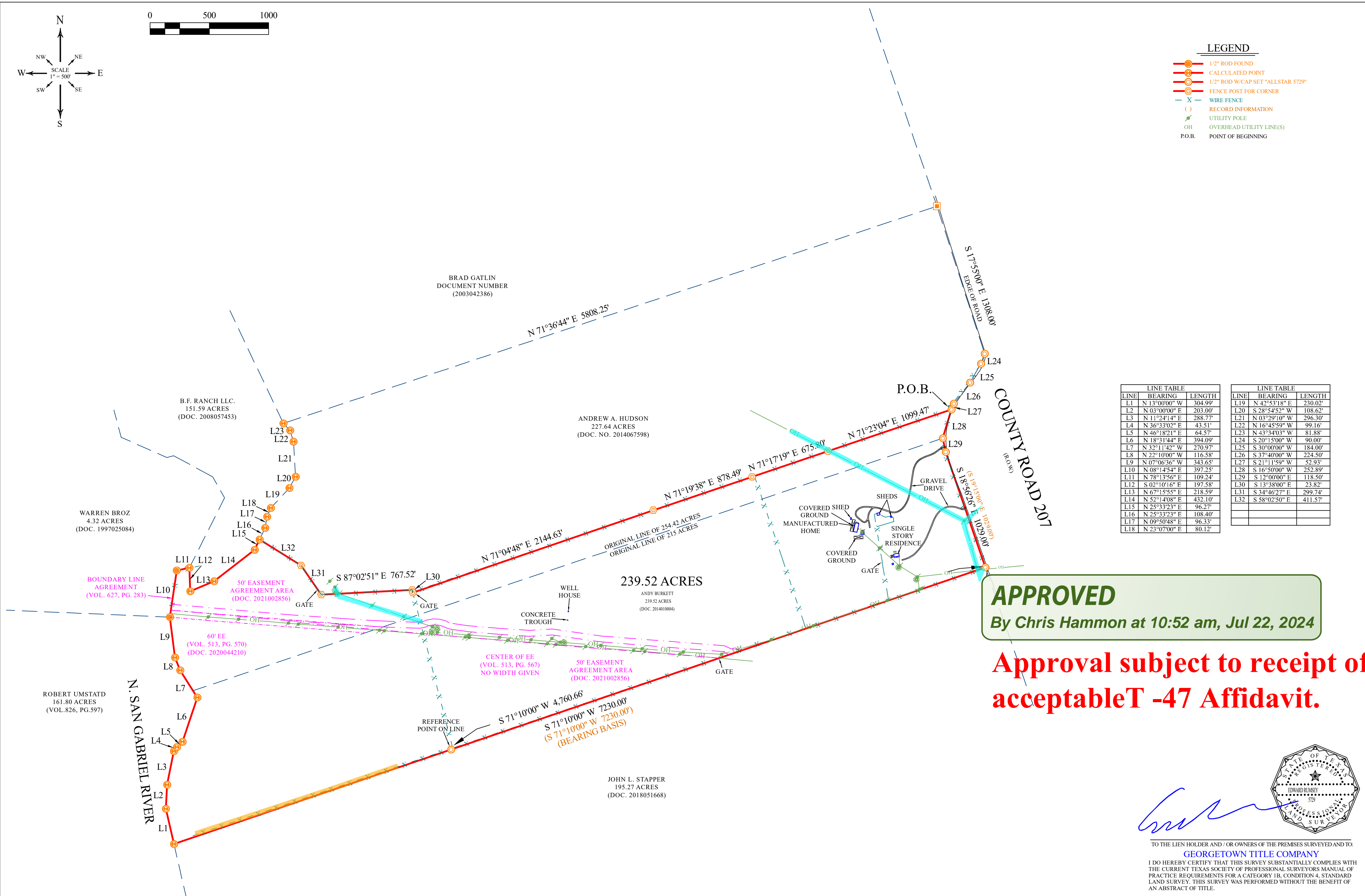
Edward Rumsey
TX R.P.L.S #5729
Job # A0400321

04-14-2021

Date

PAGE 2 OF 2





RESTRICTIONS		ADDRESS		F.I.R.M. MAP INFORMATION	
SUBJECT TO EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. IN VOLUME 513, PAGE 570. SUBJECT TO EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. IN DOCUMENT NUMBER 2013033281. UNABLE TO PLOT. SUBJECT TO EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. IN DOCUMENT NUMBER 2020044210. SUBJECT T TO RIGHT OF ENTRY, POSSESSION AND USE AGREEMENT IN DOCUMENT NUMBER 20200002611. SUBJECT TO PERMENTENT EASEMENT AGREEMENT IN DOCUMENT NUMBER 2021002856. SUBJECT TO A BOUNDARY LINE AGREEMENT IN VOL. 627, PG. 283.		BILL CHAPMAN 3701 CR 207 LIBERTY HILL, WILLIAMSON COUNTY, TEXAS		THIS PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "A" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 48491C0075F PANEL: 0075F DATED: 12/20/2019 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.	
LEGAL DESCRIPTION		SURVEY DATE: APRIL 14, 2021 TITLE CO.: GEORGETOWN TITLE G.F. NO.: 210076976 JOB NO.: A0400321 - A0807214 - A0620613		FIELD BY: DERICK SOLOMON CALC. BY: CHRIS ZOTTER DRAWN BY: DAMIAN SMITH UPDATE BY: SEAN SUTTON RPLS CHECK: EDWARD RUMSEY	
BEING 239.52 ACRES OF LAND OUT OF THE N. CAMPBELL SURVEY, ABSTRACT NUMBER 2 AND THE J. BERRY SURVEY, ABSTRACT NUMBER 62, BOTH OF WILLIAMSON COUNTY, TEXAS, SAME BEING THAT CERTAIN ANDY BURKETT 239.52 ACRE TRACT RECORDED IN DOCUMENT NUMBER 2014010004, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 239.52 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.				TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO: GEORGETOWN TITLE COMPANY I DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 4, STANDARD LAND SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.	

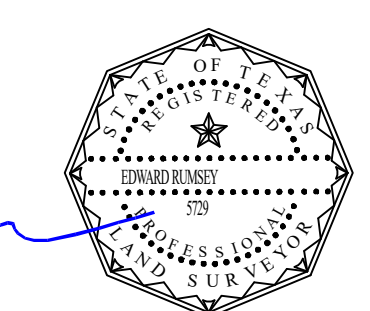


EXHIBIT "A"

BEING 279.41 ACRES OF LAND OUT OF THE NATHANIEL CAMPBELL SURVEY, ABSTRACT NUMBER 2 AND THE JACKSON BERRY SURVEY, ABSTRACT NUMBER 62, BOTH IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN RALPH AND ANN STRAPPER FAMILY TRUST 195.27 ACRES, CALLED TRACT A, AND 86.17 ACRES, CALLED TRACT B, RECORDED IN DOCUMENT NUMBER 9804966, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 279.41 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found in the westerly right-of-way line of CR 207, at the southeast corner of that certain Andy Burkett 239.52 acre tract recorded in Document Number 2014010004, Official Public Records, said county (herein referred to as OPR), same being the northeast corner of said Tract A, for the northeast corner hereof;

THENCE along said right-of-way line and the easterly line of said Tracts A and B, the following 5 calls,

1. South 19 degrees 26 minutes 48 seconds East, 1,116.18 feet to an iron rod set,
2. South 21 degrees 55 minutes 23 seconds East, 1,051.36 feet to a fence corner post found,
3. South 13 degrees 13 minutes 11 seconds East, 150.15 feet to a fence corner post found,
4. South 04 degrees 54 minutes 17 seconds East, 255.61 feet to a fence corner post found,
5. South 05 degrees 05 minutes 23 seconds East, 336.60 feet to an iron rod found at the northeast corner of that certain Bradley Fickel 10.0 acre tract recorded in Document Number 9857609, Official Records, said county, same being the southeast corner of said Tract B, for the southeast corner hereof;

THENCE along the northerly line of said 10.0 acre tract, that certain Velma Rose 15.366 acre tract recorded in Document Number 9659038, Official Records, said county, that certain David Wissinger 9.99 acre tract recorded in Document Number 2007019257, OPR, that certain Charlotte Cooper 7.09 acre tract recorded in Document Number 2008071089, OPR, along the southerly line of said Tract B, the following 16 calls,

1. South 68 degrees 28 minutes 28 seconds West, 74.62 feet to an iron rod found,
2. South 68 degrees 27 minutes 56 seconds West, 146.77 feet,
3. South 67 degrees 46 minutes 10 seconds West, 209.90 feet,
4. South 68 degrees 16 minutes 49 seconds West, 187.41 feet,
5. South 68 degrees 12 minutes 58 seconds West, 110.90 feet,
6. South 67 degrees 57 minutes 36 seconds West, 125.37 feet,
7. South 68 degrees 22 minutes 41 seconds West, 116.14 feet to an iron rod found,
8. South 67 degrees 13 minutes 47 seconds West, 33.11 feet to an iron rod found,
9. South 68 degrees 14 minutes 38 seconds West, 215.02 feet,
10. South 68 degrees 28 minutes 11 seconds West, 249.28 feet to an iron rod found,
11. South 68 degrees 39 minutes 19 seconds West, 229.73 feet,
12. South 69 degrees 26 minutes 55 seconds West, 247.42 feet,
13. South 68 degrees 51 minutes 04 seconds West, 74.65 feet to an iron rod found,
14. South 68 degrees 54 minutes 58 seconds West, 81.48 feet to an iron rod found,
15. South 69 degrees 59 minutes 31 seconds West, 290.33 feet to an iron rod found,
16. South 68 degrees 53 minutes 34 seconds West, 199.99 feet to an iron rod found in the easterly line of that certain Heath Chapman 22.909 acre tract recorded in Document Number 2020117500, Official Public Records, said county, at the northwest corner of said 7.09 acre tract, same being the southwest corner of said Tract B, for an angle corner in the southerly line hereof;

THENCE North 12 degrees 32 minutes 08 seconds East, along the easterly line of said 22.909 acre tract, and the easterly line of that certain Bill J. Chapman 264.20 acre tract recorded in Document Number 2004093271, OPR, along the westerly line of said Tract B, 2,096.03 feet to an iron rod found at the northeast corner of said 264.20 acre tract, in the southerly line of said Tract A, same being the northwest corner of said Tract B, for an angle corner in the southerly line hereof;

THENCE along the northerly line of said 264.20 acre tract and that certain Ryan Chapman 20.136 acre tract recorded in Document Number 2016056095, OPR, along the southerly line of said Tract B, the following 11 calls,

1. South 76 degrees 37 minutes 52 seconds West, 391.77 feet,
2. South 69 degrees 59 minutes 57 seconds West, 709.49 feet,
3. South 68 degrees 26 minutes 46 seconds West, 1,063.67 feet to an iron rod found,
4. South 69 degrees 40 minutes 15 seconds West, 363.64 feet to a spindle found,

5. South 66 degrees 57 minutes 01 seconds West, 826.77 feet to the center of a 30 inch tree stump found,
6. South 69 degrees 10 minutes 16 seconds West, 54.26 feet,
7. South 68 degrees 05 minutes 54 seconds West, 122.56 feet,
8. South 63 degrees 25 minutes 40 seconds West, 1,004.88 feet,
9. South 77 degrees 34 minutes 04 seconds West, 336.80 feet to an iron rod found,
10. South 62 degrees 37 minutes 04 seconds West, 372.03 feet to an iron rod found,
11. South 42 degrees 29 minutes 49 seconds West, 116.46 feet to the centerline of the north fork of the San Gabriel River, at the northwest corner of said 20.136 acre tract, same being the southwest corner of said Tract A, for the southwest corner hereof;

THENCE along said centerline and the westerly line of said Tract A, North 77 degrees 30 minutes 15 seconds West, 452.28 feet and North 14 degrees 52 minutes 33 seconds West, 1,059.95 feet to the southwest corner of said 239.52 acre tract, same being the northwest corner of said Tract A, for the northwest corner hereof;

THENCE North 69 degrees 17 minutes 25 seconds East, along the southerly line of said 239.52 acre tract and the northerly line of said Tract A, 7,230.01 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



Edward Rumsey
TX R.P.L.S #5729
Job # A0702221

08-11-2021

Date



RESTRICTIONS

SUBJECT TO EASEMENTS RECORDED IN VOL. 512, PG. 583. (BOTH TRACTS)
SUBJECT TO EASEMENTS RECORDED IN DOC. NO. 2020109511. (TRACT I)

LEGAL DESCRIPTION

BEING 279.41 ACRES OF LAND OUT OF THE NATHANIEL CAMPBELL SURVEY, ABSTRACT NUMBER 2 AND THE JACKSON BERRY SURVEY, ABSTRACT NUMBER 62, BOTH IN WILLIAMSON COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN RALPH AND ANN STRAPPER FAMILY TRUST 195.27 ACRES, CALLED TRACT A, AND 86.17 ACRES, CALLED TRACT B, RECORDED IN DOCUMENT NUMBER 9804966, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 279.41 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO AND MADE A PART HEREOF.

LEGEND

- 1/2" ROD FOUND
- CALCULATED POINT
- 1/2" IRON PIPE FOUND
- ⊙ COTTON GIN SPINDLE FOUND
- ⊕ FENCE POST FOR CORNER
- 30" LIVE OAK
- - - WIRE FENCES
- E-E ELECTRIC ESMT
- () RECORD INFORMATION
- U UTILITY POLE
- D DOWN DUMP
- O-H OVERHEAD UTILITY LINE(S)
- W-WAS WARNING SIGN
- P.O.B. POINT OF BEGINNING

ADDRESS

BILL J. CHAPMAN
3555 & 3101 CR 207
LIBERTY HILL, WILLIAMSON COUNTY, TEXAS

F.I.R.M. MAP INFORMATION

THIS PROPERTY DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN, AND HAS A ZONE RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FIRM MAP NO. 48491C0135F PANEL: 0215F DATED: 12/20/2019

ALLSTAR Land Surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TXLIS FIRM ID: 18113020

TITLE CURATOR'S NOTICE

THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

FIRST AMERICAN TITLE

I DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1A, CONDITION 2, LAND TITLE SURVEY. EASEMENTS MAY NOT BE SHOWN IF THE SURVEYOR WAS NOT PROVIDED A COPY OF THE EASEMENT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 13°13'11" E	150.15'	L15	S 69°26'55" W	247.42'
L2	S 04°54'17" E	255.61'	(L15)	(S 70°06'39" W)	(247.42')
L3	S 05°05'23" E	336.60'	L16	S 68°51'04" W	74.65'
L4	S 68°28'28" W	74.62'	(L16)	(S 69°30'52" W)	(75.05')
(L4)	(S 69°12'25" W)	(74.56')	L17	S 68°54'58" W	81.48'
L5	S 68°27'56" W	146.77'	(L17)	(S 69°40'21" W)	(81.48')
(L5)	(S 69°09'55" W)	(146.77')	L18	S 69°59'31" W	290.33'
L6	S 67°46'10" W	209.90'	(L18)	(S 70°44'54" W)	(290.33')
(L6)	(S 68°28'09" W)	(209.90')	L19	S 68°53'34" W	199.99'
L7	S 68°16'49" W	187.41'	(L19)	(S 69°38'57" W)	(199.99')
(L7)	(S 68°28'09" W)	(187.41')	L20	S 76°37'52" W	391.77'
L8	S 68°12'58" W	110.90'	(L20)	(S 77°18'37" W)	(391.77')
(L8)	(S 68°54'57" W)	(110.90')	L21	S 69°40'15" W	363.64'
L9	S 67°57'36" W	125.37'	(L21)	(S 70°21'40" W)	(363.72')
(L9)	(S 68°39'35" W)	(125.37')	L22	S 69°10'16" W	54.26'
L10	S 68°22'41" W	116.14'	(L22)	(S 70°43'56" W)	(54.20')
(L10)	(S 69°04'40" W)	(116.14')	L23	S 68°05'54" W	122.56'
L11	S 67°13'47" W	33.11'	(L23)	(S 68°46'39" W)	(122.56')
(L11)	(S 69°04'40" W)	(33.99')	L24	S 77°34'04" W	336.80'
L12	S 68°14'38" W	215.02'	(L24)	(S 78°13'53" W)	(337.46')
(L12)	(S 68°54'14" W)	(215.02')	L25	S 62°37'04" W	372.03'
L13	S 68°28'11" W	249.28'	(L25)	(S 63°17'04" W)	(371.37')
(L13)	(S 69°07'47" W)	(249.28')	L26	S 42°29'49" W	116.46'
L14	S 68°39'19" W	229.73'	(L26)	(S 43°10'34" W)	(116.46')
(L14)	(S 69°19'03" W)	(229.73')			

SURVEY DATE:	AUGUST 11, 2021	
JOB NO.:	A8702221	
DRAWN BY:	DAVID BAK	08/11/2021
RPLS CHECK:	EDWARD RUMSEY	08/11/2021

ALLSTAR
Land surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPCLS FIRM NO. 10135000

EXHIBIT "A"



Land Surveying. Land Planning. Consulting.

Firm: 10194104 512-915-4950

1430 N. Robertson Road, Salado, Texas 76571

TRACT 1**FIELD NOTES FOR A 22.909 ACRE TRACT OF LAND:**

BEING A 22.909 ACRE TRACT OF LAND, LOCATED IN THE NATHANIEL CAMPBELL SURVEY, ABSTRACT NO. 2, AND THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, WILLAMSON COUNTY, TEXAS; SAID 22.909 ACRE TRACT, BEING A PORTION OF THAT CALLED 264.20 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2004093271, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS; SAID 22.909 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod located for an exterior corner of said 264.20 acre tract, the northeast corner of that called 10.006 acre tract of land recorded in Document No. 9918458, Official Public Records, Williamson County, Texas, the northwest corner of that called 5.00 acre tract of land recorded in Document No. 2007014536, Official Public Records, Williamson County, Texas, the southwest corner of that called 7.09 acre tract of land recorded in Document No. 2008071089, Official Public Records, Williamson County, Texas, said point being the southeast corner of the herein described tract of land;

1. **Thence**, with a southeast line of said 264.20 acre tract, a northwest line of said 10.006 acre tract, **S 69° 31' 13" W**, a distance of **1128.33'** (Record: S 70° 12' 23" W, a distance of 1128.47'), to a 1/2" iron rod with a blue "QUICK INC RPLS 6447" plastic cap set for an interior corner of said 264.20 acre tract, the northwest corner of that called 11.61 acre tract of land recorded in Document No. 2000027341, Official Public Records, Williamson County, Texas, said point being the southwest corner of the herein described tract of land, and the beginning of a curve to the right of the herein described tract of land;

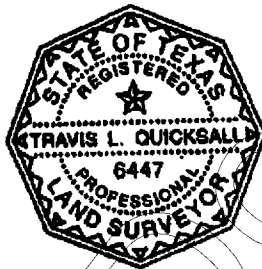
1 of 3

Thence, across said 264.20 acre tract, the following six (6) courses and distances:

2. with said curve to the right containing a radius of 786.43', a central angle of $045^{\circ}44'59''$, a chord which bears $N 03^{\circ} 28' 15'' E$, a chord distance of 611.40', a total **curve length of 627.95'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for a point of tangency of the herein described tract of land;
3. **$N 26^{\circ} 30' 59'' E$** , a distance of **49.81'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for the beginning of a curve to the left of the herein described tract of land;
4. with said curve to the left containing a radius of 525.00', a central angle of $046^{\circ}36'58''$, a chord which bears $N 03^{\circ} 12' 30'' E$, a chord distance of 415.46', a total **curve length of 427.14'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for a point of tangency of the herein described tract of land;
5. **$N 20^{\circ} 05' 59'' W$** , a distance of **25.00'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for the northwest corner of the herein described tract of land;
6. **$N 69^{\circ} 54' 01'' E$** , a distance of **571.59'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set for an angle point of the herein described tract of land;
7. **$S 76^{\circ} 18' 21'' E$** , a distance of **447.18'**, to a 1/2" iron rod with a blue "QUICK INC. RPLS 6447" plastic cap set in a southeast line of said 264.20 acre tract, the northwest line of that called 86.17 acre tract of land recorded in Document No. 9804966, Official Public Records, Williamson County, Texas, and being the northeast corner of the herein described tract of land which bears $S 12^{\circ} 32' 15'' W$, a distance of 2096.08' from a 1/2" iron rod located for the northeast corner of said 264.20 acre tract;
8. **Thence**, with a southeast line of said 264.20 acre tract, the northwest line of said 86.17 acre tract, **$S 12^{\circ} 32' 15'' W$** , a distance of **318.63'**, to a 1/2" iron rod located for an angle point of said 264.20 acre tract, the southwest corner of said 86.17 acre tract, the northwest corner of said 7.09 acre tract, said point being an angle point of the herein described tract of land;

9. **Thence**, with a northeast line of said 264.20 acre tract, a southwest line of said 7.09 acre tract, **S 09° 37' 23" E**, a distance of **484.72'** (Record: S 09° 02' 33" E, a distance of 483.55'), to the **POINT OF BEGINNING** containing **22.909** acres of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 2203, US Survey Foot, Grid. A survey plat was prepared by a separate document. *h*



Travis L. Quicksall
Travis L. Quicksall RPLS #6447
Date: 09/01/2020
Job #16-2082.1

30A3

CHAPMAN, BILL J & PHYLLIS D
REMAINING PORTION OF
CALLED 264.20 ACRES
DOCUMENT NO. 2004093271
OFFICIAL PUBLIC RECORDS

1/2" IRON ROD FOUND
FOR NORTHEAST CORNER
OF 264.20 ACRE TRACT

STAPPER, R L & A F TRUSTEES
CALLED 86.17 ACRES
DOCUMENT NO. 1998004966
OFFICIAL PUBLIC RECORDS

COOPER, CHARLOTTE K
CALLED 7.09 ACRES
DOCUMENT NO. 2008071089
OFFICIAL PUBLIC RECORDS

WARREN, ROBIN & STACEY
CALLED 5.00 ACRES
DOCUMENT NO. 2007014536
OFFICIAL PUBLIC RECORDS

FERNANDEZ, JOHN & LYDIA
CALLED 10.006 ACRES
DOCUMENT NO. 1999018485
OFFICIAL PUBLIC RECORDS

HEER, VICKIE J & PERRY C
CALLED 11.61 ACRES
DOCUMENT NO. 2000027341
OFFICIAL PUBLIC RECORDS

ACCESS EASEMENT
2.418 ACRES

CHAPMAN, BILL J & PHYLLIS D
REMAINING PORTION OF
CALLED 264.20 ACRES
DOCUMENT NO. 2004093271
OFFICIAL PUBLIC RECORDS

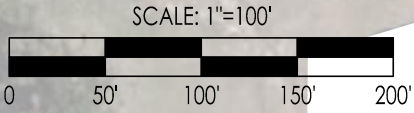
TRACT 1
22.909 ACRES

TRACT 1
P.O.B.

TRACT 1
SURVEY SHOWING A 22.909 ACRE TRACT OF LAND, LOCATED IN THE
NATHANIEL CAMPBELL SURVEY, ABSTRACT NO. 2, AND THE THOMAS
W MOORE SURVEY, ABSTRACT NO. 419, WILLIAMSON COUNTY, TEXAS,
SAID 22.909 ACRE TRACT, BEING A PORTION OF THAT CALLED 264.20
ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2004093271,
OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

ACCESS EASEMENT
SURVEY SHOWING A 2.418 ACRE TRACT OF LAND, LOCATED IN THE
NATHANIEL CAMPBELL SURVEY, ABSTRACT NO. 2, AND THE THOMAS
W MOORE SURVEY, ABSTRACT NO. 419, WILLIAMSON COUNTY,
TEXAS, SAID 2.418 ACRE TRACT, BEING WITHIN THAT CALLED 264.20
ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2004093271,
OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

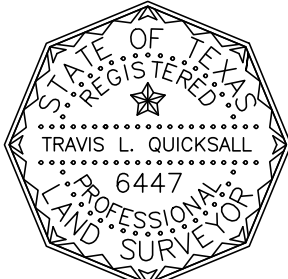
- NOTES:
- 1) FIELD WORK PERFORMED ON: AUGUST 19, 2020
 - 2) OWNER: BILL J & PHYLLIS D CHAPMAN
 - 3) ADDRESS: COUNTY ROAD 202, LIBERTY HILL, TEXA
 - 4) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
 - 5) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL
SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE
SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
 - 6) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
 - 7) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR
WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019, THIS
PROPERTY LIES IN ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR
FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN
ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL
AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL
PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT
IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR
FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR
AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE
LIABILITY ON THE PART OF THE SURVEYOR.
 - 8) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO
SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR
INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.
 - 9) THE IMPROVEMENTS SHOWN HEREON ARE FOR GENERAL LOCATIVE PURPOSES ONLY AND HAVE NOT
BEEN DETAILED IN THEIR ENTIRETY.



- LEGEND
- P.O.B.
 - () RECORD CALL PER DOCUMENT NO. 2004093271
 - 1/2" IRON ROD FOUND
 - ⊗ SET 1/2" IRON ROD WITH A RED "EASEMENT MONUMENT" PLASTIC CAP
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP
 - X—X—X WIRE FENCE

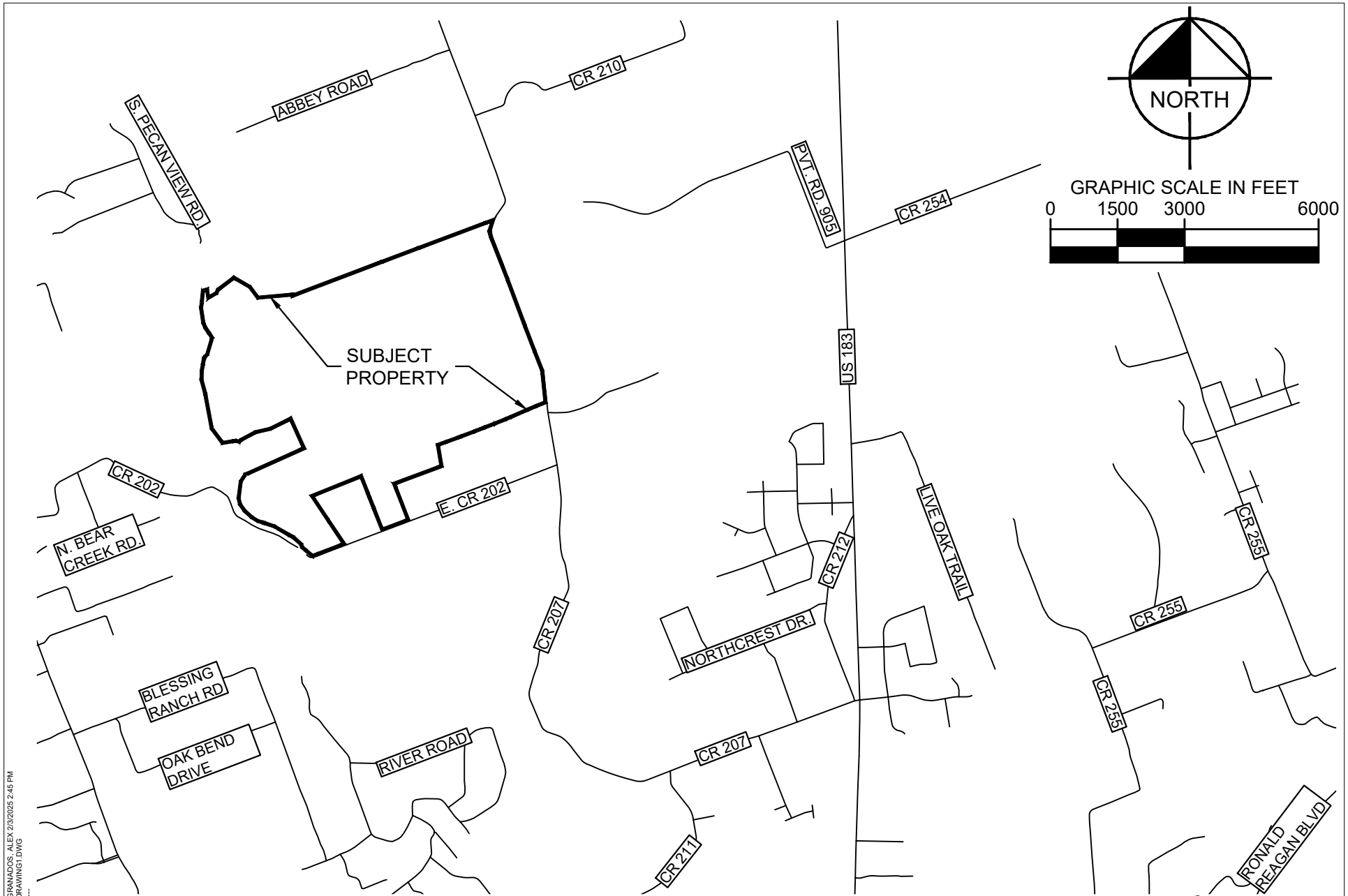
LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S69° 26' 04" W	73.13'			
L2	N20° 05' 59" W	25.00'			
L3	N69° 54' 01" E	50.00'			
L4	S20° 05' 59" E	25.00'			

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	836.43'	668.47'	45° 47' 25"	N03° 27' 20" E	650.82'
C2	475.00'	386.46'	46° 34' 58"	N03° 12' 30" E	375.89'
C3	525.00'	427.14'	46° 36' 58"	S03° 12' 30" W	415.46'
C4	786.43'	627.95'	45° 44' 59"	S03° 28' 15" W	611.40'



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE
GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND
BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND
AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE: AUGUST 20, 2020
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 16-2082.1



Location Map

Williamson County, Texas
February 2025

Kimley»Horn

501 South Austin Avenue
Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

GRANDQOS, ALEX 2/3/2025 2:45 PM
DRAWING1.DWG

PLOTTED BY
DWG NAME
LAST SAVED

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

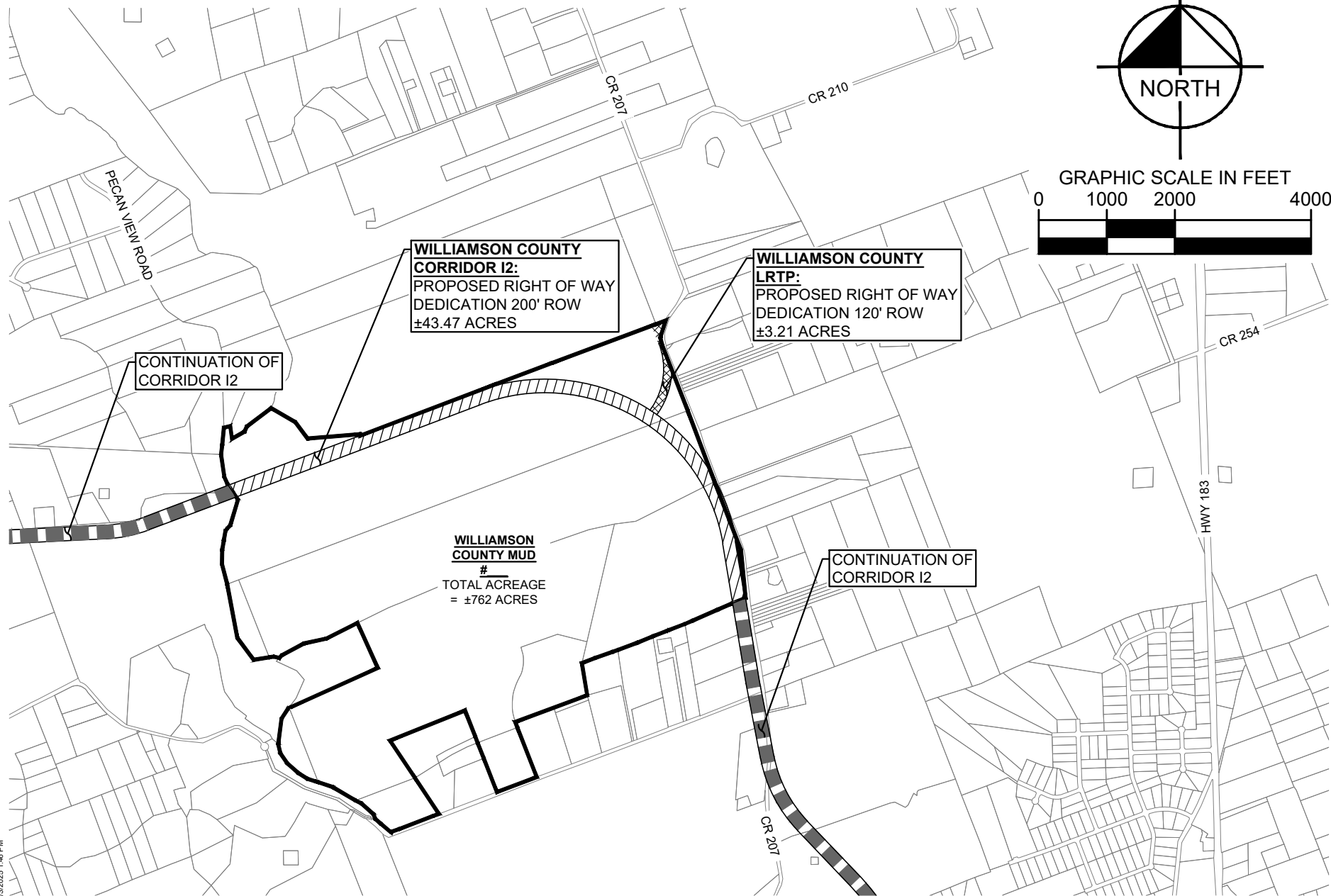
[attached]

GRANADOS, ALEX 2/3/2025 1:48 PM
K:\GEO, CIVIL\069251616 - CHAPMAN RANCH\CAD\EXHIBITS\CONSTRAINTS\PLANS\EXHIBIT B.DWG
2/3/2025 1:46 PM

PLOTTED BY
DWG NAME
LAST SAVED

EXHIBIT B

Williamson County, Texas
February 2025



Kimley»Horn

501 South Austin Avenue
Suite 1310
Georgetown, TX 78626
512-418-1771
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Commissioners Court - Regular Session**70.****Meeting Date:** 02/25/2025

Consent and Development Agreement for Burford Ranch MUD

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, 05 Ranch Investments, LLC, and the proposed Burford Ranch Municipal Utility District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Consent and Development Agreement – Burford Ranch MUD

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 11:56 AM

Started On: 02/20/2025 11:54 AM

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

05 RANCH INVESTMENTS, LLC

AND

BURFORD RANCH MUNICIPAL UTILITY DISTRICT

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "Agreement") is by **Williamson County, Texas**, a Texas political subdivision (the "County"), and 05 Ranch Investments, LLC (the "Owner"). Subsequent to its creation, **Burford Ranch Municipal Utility District**, 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 Developer and the District are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Owner has approximately 232 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**;

WHEREAS, the Owner 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;

WHEREAS, the Owner 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;

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application filed with the Texas Commission on Environmental Quality (the "TCEQ");

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");

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, 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");

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:

(a) LRTP (as defined herein); and

(b) all other rules and regulations, apart from the LRTP, in effect as of the date of County's execution of this Agreement, and as may amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, 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 Owner 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.

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 232 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

LRTP means the County's approved Williamson County Long Range Transportation Plan as of November 7, 2023 (the date that County approved the Burford Ranch Preliminary Plat ("*Preliminary Plat*")) and a map depicting the pertinent portion of the Preliminary Plat and LRTP is attached hereto in **Exhibit B**. This definition of the LRTP is in effect until either (i) the Preliminary Plat expires and the County has not approved a final plat for the Land or (ii) Owner applies for the County to change the

Preliminary Plat that is a revised preliminary plat under Williamson County Subdivision Regulations Section 3.31 (a “*Qualifying Instance*”). If a Qualifying Instance occurs, then the definition of LRTP shall mean the Williamson County Long Range Transportation Plan, as may amended by the Williamson County Commissioner’s Court (the “*Revised LRTP Definition*”).

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, and other associated costs, including, but not limited to, land costs.

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 application pending at the TCEQ to create 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 ten (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 05 Ranch Investments, LLC for the creation of Burford Ranch Municipal Utility District*, TCEQ Docket 2024-0667-DIS (“TCEQ Proceeding”). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph constitutes a material breach of this Agreement.

Section 2.02. **District Execution of Agreement.** The Owner 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) **L RTP 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, or an affiliated entity under common control of 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 owned by Owner, or an affiliated entity under common control of the Owner 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 final 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, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) **L RTP Arterial(s) Dedication.** The Owner, or an affiliated entity under common control of 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 owned by the Owner, or an affiliated entity under common control of Owner 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, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) **Right of Way Reimbursements.** The County will not oppose the Owner's right to seek reimbursement for any such right-of-way dedications from the Owner and/or 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 which will not be unreasonably withheld. Owner 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 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 or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner 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 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. he 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. 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 has 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 and this Agreement. If there is any conflict between the Applicable Rules and the terms of this Agreement, then 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 4.02 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) 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 unless other manufactured homes are necessary to complete the goals of this Section, provided that no more than three (3) manufactured homes will be located on the

Land. The manufactured home(s) 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 and Owner'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, following the 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 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, 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 shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner 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 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, then the Owner 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, then the Owner 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 the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner 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, then the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner 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 Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults under this Agreement, then 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

District: At the address set forth under District's execution below

Owner(s): At the address set forth under Owner's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) 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 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 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, nor the Owner 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 any permitted assignee of the Owner).

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 - Preliminary Plat of Burford Ranch with LRTP Corridor and LRTP Arterials Identified

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 _____, 2025, by____
_____, as Presiding Officer of the Williamson County
Commissioners Court, on behalf of said County.

Notary Public Signature

(Seal)

OWNER:

05 Ranch Investment, LLC,
A Texas limited liability company

By: Tiemann Legacy, LP,
A Texas limited partnership, Member

By: RT3 Management, LLC,
A Texas limited liability company
Its General Partner

By: Tiemann Land and Cattle Development, Inc.
A Texas corporation
Its Manager

By: Matthew R. Tiemann

Name: Matthew R. Tiemann, President

Date: 2-18-25

Address for Notice:

21100 Carries Ranch Road
Pflugerville, TX 78660
Attn: Matthew R. Tiemann, President

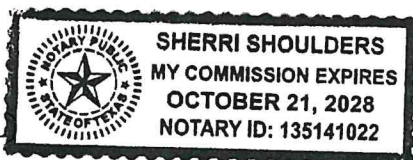
THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 18th day of FEBRUARY, 2025, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, Manager of RT3 Management, LLC, a Texas limited liability company, General Partner of Tiemann Legacy, LP, a Texas limited partnership, Member of 05 Ranch Investments, LLC, a Texas limited liability company, on behalf of said companies and partnership.

(SEAL)



Sherri Shoulders

Notary Public Signature

**BURFORD MUNICIPAL UTILITY
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

Address for Notice:

Attn: _____

_____, _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this day of _____,
202__, by _____, President of the Board of Directors of
Burford Municipal Utility District, on behalf of said District.

(SEAL)

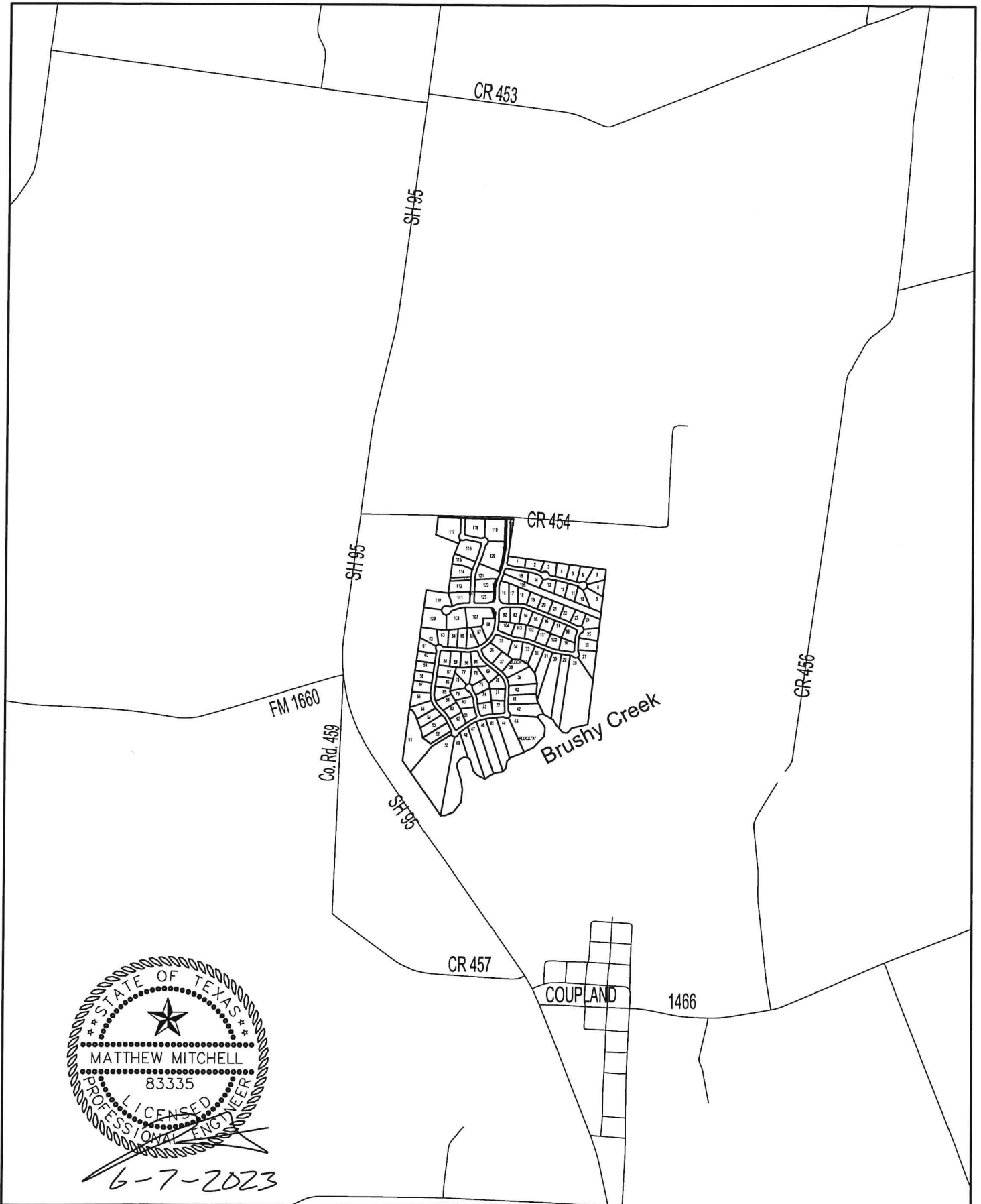
Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

Exhibit "A"



LOCATION MAP	ALM ENGINEERING, INC. CONSULTING ENGINEERS PO BOX 536 Dripping Springs, Texas, 78620 (512) 431-9600 matt@almengr.com	SCALE: 1"=50'
CR 454		DATE: 6/7/2023
WILLIAMSON COUNTY, TX		JOB:
05 RANCH INVESTMENTS		DRAWN BY:
		CHECKED BY:

METES AND BOUNDS DESCRIPTION

FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 232.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "TLS" monumenting the northeast corner of said 28.771 acre 05 Ranch Investments, LLC tract and the northwest corner of the called 24.941 acre tract of land (south portion) conveyed to Hardi Family, Ltd., recorded in Document No. 2004023989 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of County Road 454 (variable width right-of-way, for the most northerly northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 24.941 acre Hardi Family, Ltd. tract and the northeast corner of the called 5.00 acre tract of land conveyed to Maria Teresa Calderon an Agustin Calderon, recorded in Document No. 2019057757 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of County Road 454, bears S 86°54'41" E for a distance of 1607.37 feet;

THENCE, **S 07°48'55" W** with the east boundary line of said 28.771 acre 05 Ranch Investments, LLC tract and the west boundary line of said 24.941 acre Hardi Family, Ltd. tract for a distance of **615.40 feet** to a 1/2" iron rod found bent monumenting the southwest corner of said 24.941 acre Hardi Family, Ltd. tract and the most northerly northwest corner of said 206.307 acre 05 Ranch Investments, LLC tract, from which a 1/2" iron rod found bent monumenting the southeast corner of said 28.771 acre 05 Ranch Investments, LLC tract, same being an interior ell corner of said 206.307 acre 05 Ranch Investments, LLC, bears S 07°38'19" W for a distance of 723.12 feet;

THENCE, **S 82°21'48" E** with the north boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the south boundary line of said 24.941 acre Hardi Family, Ltd. tract for a distance of **1610.96 feet** to a 1/2" iron rod found leaning monumenting the northeast corner of said 206.307 acre 05 Ranch Investments, LLC tract and the southeast corner of said 24.941 acre Hardi Family, Ltd. tract, same being on the west boundary line of said 5.00 acre Calderon tract, from which the aforementioned 1/2" iron rod found monumenting the northeast corner of said 24.941 acre Hardi Family, Ltd. tract and the northeast corner of the said 5.00 acre Calderon tract same being on said south right-of-way line of County Road 454, bears N 07°07'04" E for a distance of 742.89 feet;

THENCE, **S 06°22'27" W** with the east boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 5.00 acre Calderon tract for a distance of **195.63 feet** to an iron rod found with cap marked "TLS" monumenting the southwest corner of said 5.00 acre Calderon tract and the northwest corner of the called 6.41 acre tract of land conveyed to Manuel Luna and Tracy Luna, recorded in Document No. 2002039025 of the Official Public Records of Williamson County, Texas;

THENCE, **S 06°24'43" W** with said east boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 6.41 acre Luna tract for a distance of **1103.41 feet** to a 1/2" iron rod found monumenting the southwest corner of said 6.41 acre Luna tract and an exterior ell corner of the called 11.410 acre tract of land conveyed to Albert Wayne Macik, recorded in Document No. 2019052307 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found monumenting the southeast corner of said 6.41 acre Luna tract and an interior ell corner of said 11.410 acre Macik tract, bears **S 86°37'43" E** for a distance of 263.93 feet;

THENCE, **S 06°24'39" W** with said east boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the west boundary line of said 11.410 acre Macik tract, passing at a distance of 1084.10 feet to a 1/2" iron rod found, in all a total distance of **1227.31 feet** to a calculated point in the approximate center of Brushy Creek, on the southeast corner of said 206.307 acre 05 Ranch Investments, LLC tract and the southwest corner of said 11.410 acre Macik tract, same being on the north boundary line of the called 55.00 acre tract of land (Tract One) conveyed to Alfred Lee Patschke and wife, Loretta Ann Patschke, recorded in Volume 816, Page 47 of the Deed Records of Williamson County, Texas, for the southeast corner hereof;

THENCE, with the south boundary line of said 206.307 acre 05 Ranch Investments, LLC tract, the north boundary line of said 55.00 acre Patschke tract, the north boundary line of the called 75 acre tract of land conveyed to Calvin J. Ging and wife, Delphine C. Ging, recorded in Volume 474, Page 138 of the Deed Records of Williamson County, Texas, the north boundary line of the called 7.6 acre tract of land conveyed to Calvin J. Ging, recorded in Volume 824, Page 279 of the Deed Records of Williamson County, Texas and said approximate center of Brushy Creek, the following forty (40) courses and distances:

1. **S 76°33'22" W** for a distance of **266.47 feet** to a calculated point;
2. **S 43°50'09" W** for a distance of **107.55 feet** to a calculated point;
3. **N 85°07'31" W** for a distance of **75.69 feet** to a calculated point;
4. **N 41°01'34" W** for a distance of **138.25 feet** to a calculated point;
5. **N 32°41'26" W** for a distance of **125.98 feet** to a calculated point;
6. **N 61°30'30" W** for a distance of **174.14 feet** to a calculated point;
7. **S 89°11'15" W** for a distance of **42.80 feet** to a calculated point;
8. **S 78°37'06" W** for a distance of **32.16 feet** to a calculated point;
9. **S 38°49'09" W** for a distance of **43.73 feet** to a calculated point;
10. **S 38°24'34" E** for a distance of **168.33 feet** to a calculated point;

11. **S 26°58'14" E** for a distance of **27.24 feet** to a calculated point;
12. **S 11°02'30" E** for a distance of **45.37 feet** to a calculated point;
13. **S 07°23'51" W** for a distance of **115.26 feet** to a calculated point;
14. **S 43°13'16" W** for a distance of **254.00 feet** to a calculated point;
15. **S 63°39'37" W** for a distance of **160.84 feet** to a calculated point;
16. **S 69°14'06" W** for a distance of **227.43 feet** to a calculated point;
17. **S 46°47'39" W** for a distance of **92.40 feet** to a calculated point;
18. **S 08°36'53" W** for a distance of **116.76 feet** to a calculated point;
19. **S 40°42'14" W** for a distance of **66.18 feet** to a calculated point;
20. **S 58°00'09" W** for a distance of **22.84 feet** to a calculated point;
21. **S 81°25'54" W** for a distance of **111.55 feet** to a calculated point;
22. **S 65°07'11" W** for a distance of **96.33 feet** to a calculated point;
23. **S 50°28'15" W** for a distance of **76.33 feet** to a calculated point;
24. **S 76°50'22" W** for a distance of **31.80 feet** to a calculated point;
25. **N 62°19'59" W** for a distance of **129.99 feet** to a calculated point;
26. **N 46°33'37" W** for a distance of **44.10 feet** to a calculated point;
27. **N 41°14'04" W** for a distance of **52.45 feet** to a calculated point;
28. **N 16°24'18" W** for a distance of **185.60 feet** to a calculated point;
29. **N 37°40'51" W** for a distance of **37.62 feet** to a calculated point;
30. **N 78°55'23" W** for a distance of **71.57 feet** to a calculated point;
31. **S 68°39'10" W** for a distance of **52.94 feet** to a calculated point;
32. **S 55°05'36" W** for a distance of **38.74 feet** to a calculated point;
33. **S 31°24'06" W** for a distance of **63.62 feet** to a calculated point;
34. **S 03°33'12" W** for a distance of **67.20 feet** to a calculated point;
35. **S 17°17'15" E** for a distance of **230.62 feet** to a calculated point;
36. **S 08°27'00" E** for a distance of **142.86 feet** to a calculated point;
37. **S 05°37'48" W** for a distance of **212.07 feet** to a calculated point;
38. **S 37°49'45" W** for a distance of **204.41 feet** to a calculated point;
39. **S 70°02'37" W** for a distance of **142.19 feet** to a calculated point;
40. **S 86°51'10" W** for a distance of **68.51 feet** to a calculated point, for the southwest corner hereof;

THENCE, **N 35°19'18" W** through the interior of said 206.307 acre 05 Ranch Investments, LLC tract, being 305.80 feet easterly and parallel with the existing easterly right-of-way line of State Highway 95 for a distance of **1095.03 feet** to a calculated point on the west boundary line of said 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of the called 41.58 acre tract of land conveyed to Tami Stone, recorded in Volume 2140, Page 781 of the Official Records of Williamson County, Texas, from which an iron rod found with cap marked "Diamond Surveying" monumenting the most westerly southwest corner of said 206.307 acre 05 Ranch Investments, LLC tract and the south

corner of said 41.58 acre Stone tract, same being on the easterly right-of-way line of State Highway 95, bears S 07°26'29" W for a distance of 450.39 feet;

THENCE, with said west boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of said 41.58 acre Stone tract, the following four (4) courses and distances:

1. **N 07°26'29" E** for a distance of **430.47 feet** to a 5/8" iron rod found;
2. **N 07°07'59" E** for a distance of **336.41 feet** to a 1/2" iron rod found;
3. **N 08°04'35" E** for a distance of **878.21 feet** to a 5/8" iron rod found leaning;
4. **N 07°30'49" E** for a distance of **277.86 feet** to a 1/2" iron rod found monumenting the northeast corner of said 41.58 acre Stone tract and the southeast corner of the called 52.00 acre tract of land conveyed to Andrew W. Houser, Kay Ann Bale and Christi L. Mowery, recorded in Document No. 2021172285 of the Official Public Records of Williamson County, Texas;

THENCE, **N 07°24'14" E** with said west boundary line of the 206.307 acre 05 Ranch Investments, LLC tract and the east boundary line of said 52.00 acre Houser tract for a distance of **865.69 feet** to a 1/2" iron rod found monumenting the southwest corner of Lot 1, Enterprise Coupland Site Expansion, a subdivision recorded in Document No. 2019093727 of the Official Public Records of Williamson County, Texas, and the most westerly northwest corner of said 206.307 acre 05 Ranch Investments, LLC tract;

THENCE, **S 82°22'45" E** with the south boundary line of said Lot 1, Enterprise Coupland Site Expansion, common with said 206.307 acre 05 Ranch Investments, LLC tract for a distance of **361.61 feet** to an iron rod found with cap marked "MPH" monumenting the southeast corner of said Lot 1, Enterprise Coupland Site Expansion and the southwest corner of said 28.771 acre 05 Ranch Investments, LLC tract, from which the aforementioned 1/2" iron rod found bent monumenting the southeast corner of said 28.771 acre 05 Ranch Investments, LLC tract and an interior ell corner of said 206.307 acre 05 Ranch Investments, LLC tract, bears S 82°22'19" E for a distance of 884.87 feet;

THENCE, **N 07°31'51" E** with the east boundary line of said Lot 1, Enterprise Coupland Site Expansion and the west boundary line of said 28.771 acre 05 Ranch Investments, LLC tract for a distance of **575.26 feet** to a 1/2" iron rod found monumenting the northeast corner of said Lot 1, Enterprise Coupland Site Expansion and the southeast corner of Lot 1, Coupland Pump Station Site, a subdivision recorded in Cabinet J, Slide 384 of the Plat Records of Williamson County, Texas;

THENCE, with the east boundary line of said Lot 1, Coupland Pump Station Site and said west boundary line of the 28.771 acre 05 Ranch Investments, LLC tract, the following four (4) courses and distances:


1. **N 21°05'51" E** for a distance of **249.95 feet** to an iron rod found with cap marked "TLS";
2. **N 68°53'17" W** for a distance of **401.20 feet** to an iron rod found with cap marked "TLS";
3. **N 07°27'27" E** for a distance of **156.47 feet** to a 1/2" iron rod found leaning;
4. **N 06°37'15" E** for a distance of **137.47 feet** to a PK nail found monumenting the northeast corner of said Lot 1, Coupland Pump Station Site and the northwest corner of said 28.771 acre 05 Ranch Investments, LLC tract, same being on said south right-of-way line of County Road 454, for the northwest corner hereof;

THENCE, **S 88°33'59" E** with the north boundary line of said 28.771 acre 05 Ranch Investments, LLC tract and said south right-of-way line of County Road 454 for a distance of **1229.97 feet** to the **POINT OF BEGINNING** hereof and containing 232.00 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
 116 SKYLINE ROAD, GEORGETOWN, TX 78628
 (512) 931-3100
 T.B.P.E.L.S. FIRM NUMBER 10006900



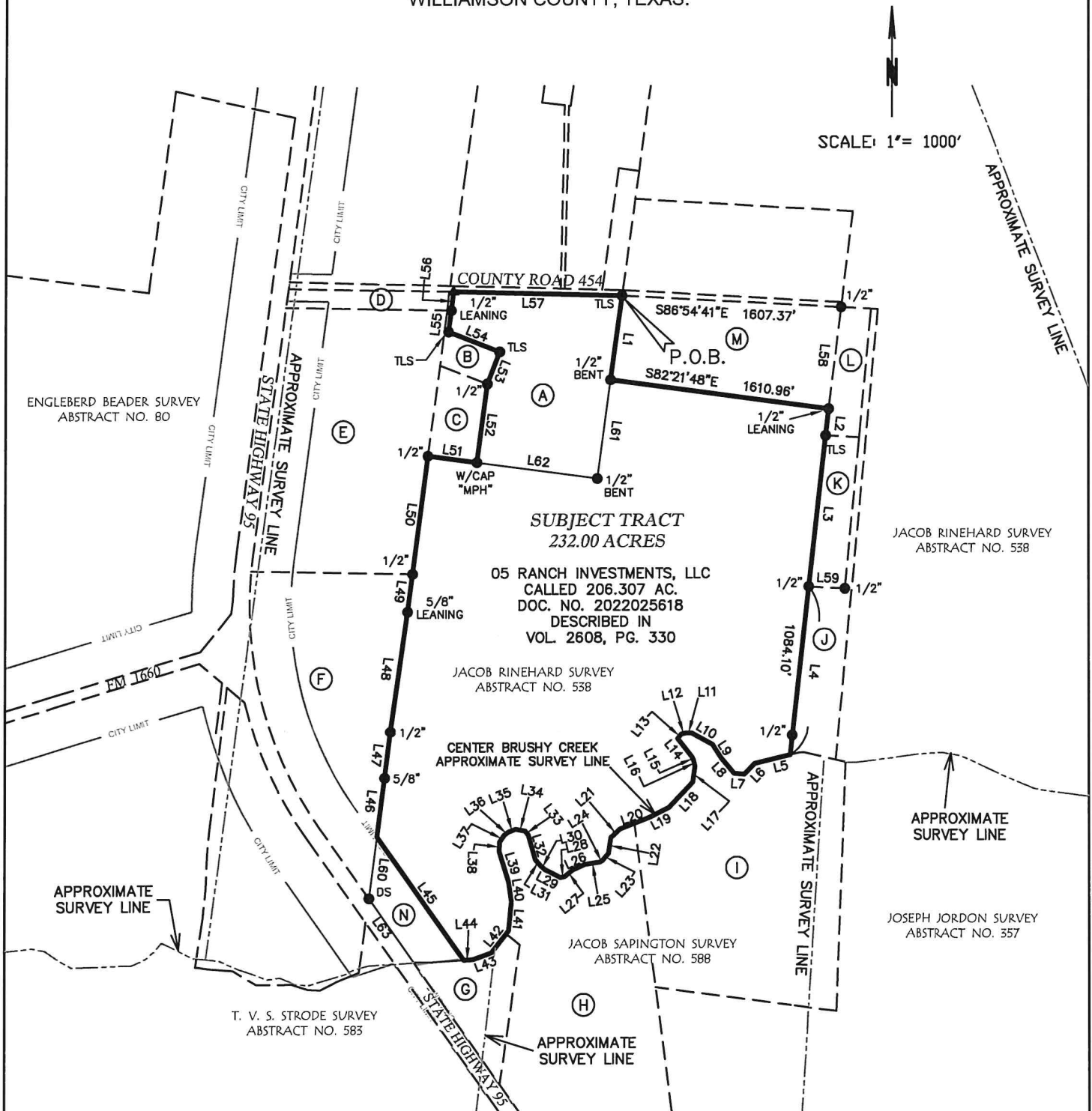
June 9, 2023

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\ALM ENGINEERING\COUPLAND BLACKHAWK CR 454 2022-31\BURFORD RANCH MUD AND DIRECTORS TRACT\BURFORD RANCH MUD 232.00 AC M&B REV 20230608.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



SHEET 1 OF 3

<> DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY INFORMATION LIST

(A) 05 RANCH INVESTMENTS, LLC CALLED 28.771 AC. DOC. NO. 2022025617 DESCRIBED IN DOC. NO. 2021044342	(H) CALVIN J. GING AND WIFE, DELPHINE C. GING CALLED 75 AC. VOL. 474, PG. 138
(B) LOT 1 COUPLAND PUMP STATION SITE CAB. J, SLD. 384	(I) ALFRED LEE PATSCHKE AND WIFE, LORETTA ANN PATSCHKE TRACT ONE - CALLED 55.00 AC. VOL. 816, PG. 47
(C) LOT 1 ENTERPRISE COUPLAND SITE EXPANSION DOC. NO. 2019093727	(J) ALBERT WAYNE MACIK CALLED 11.410 AC. DOC. NO. 2019052307
(D) JACQUELYN ELAINE MCKEE AND MORRIS CASEY MCKEE SOUTH PORTION OF CALLED 25.30 AC. DOC. NO. 2003114916 TRACT 2 - 3.69 AC. DESCRIBED IN VOL. 862, PG. 747	(K) MANUEL LUNA AND TRACY LUNA CALLED 6.41 AC. DOC. NO. 2002039025
(E) ANDREW W. HOUSER, KAY ANN BALE AND CHRISTI L. MOWERY CALLED 52.00 AC. DOC. NO. 2021172285	(L) MARIA TERESA CALDERON AND AGUSTIN CALDERON CALLED 5.00 AC. DOC. NO. 2019057757
(F) TAMI STONE CALLED 41.58 AC. VOL. 2140, PG. 781	(M) HARDI FAMILY, LTD. SOUTH PORTION OF CALLED 24.941 ACRES DOC. NO. 2004023989
(G) CALVIN J. GING CALLED 7.6 AC. VOL. 824, PG. 279	(N) 05 RANCH INVESTMENTS, LLC CALLED 206.307 AC. DOC. NO. 2022025618 DESCRIBED IN VOL. 2608, PG. 330

GENERAL NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
- 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND DOES NOT SHOW ANY EASEMENTS THAT MAY AFFECT THE SUBJECT TRACT SHOWN HEREON. THIS SURVEY IS NOT INTENDED TO BE USED AS A LAND TITLE SURVEY.
- 3) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- IRON ROD FOUND
- TLS IRON ROD FOUND WITH CAP MARKED "TLS"
- DS IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
- ▲ PK NAIL FOUND
- APPROXIMATE SURVEY LINE
- P.O.B. POINT OF BEGINNING

SHEET 2 OF 3

< > **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 232.00 ACRE TRACT OF LAND SITUATED IN THE JACOB RINEHARD SURVEY, ABSTRACT NO. 538, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 28.771 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025617 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 206.307 ACRE TRACT OF LAND CONVEYED TO 05 RANCH INVESTMENTS, LLC, RECORDED IN DOCUMENT NO. 2022025618 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°48'55"W	615.40'
L2	S06°22'27"W	195.63'
L3	S06°24'43"W	1103.41'
L4	S06°24'39"W	1227.31'
L5	S76°33'22"W	266.47'
L6	S43°50'09"W	107.55'
L7	N85°07'31"W	75.69'
L8	N41°01'34"W	138.25'
L9	N32°41'26"W	125.98'
L10	N61°30'30"W	174.14'
L11	S89°11'15"W	42.80'
L12	S78°37'06"W	32.16'
L13	S38°49'09"W	43.73'
L14	S38°24'34"E	168.33'
L15	S26°58'14"E	27.24'
L16	S11°02'30"E	45.37'
L17	S07°23'51"W	115.26'
L18	S43°13'16"W	254.00'
L19	S63°39'37"W	160.84'
L20	S69°14'06"W	227.43'
L21	S46°47'39"W	92.40'
L22	S08°36'53"W	116.76'
L23	S40°42'14"W	66.18'
L24	S58°00'09"W	22.84'
L25	S81°25'54"W	111.55'
L26	S65°07'11"W	96.33'
L27	S50°28'15"W	76.33'
L28	S76°50'22"W	31.80'
L29	N62°19'59"W	129.99'
L30	N46°33'37"W	44.10'
L31	N41°14'04"W	52.45'

LINE TABLE		
L32	N16°24'18"W	185.60'
L33	N37°40'51"W	37.62'
L34	N78°55'23"W	71.57'
L35	S68°39'10"W	52.94'
L36	S55°05'36"W	38.74'
L37	S31°24'06"W	63.62'
L38	S03°33'12"W	67.20'
L39	S17°17'15"E	230.62'
L40	S08°27'00"E	142.86'
L41	S05°37'48"W	212.07'
L42	S37°49'45"W	204.41'
L43	S70°02'37"W	142.19'
L44	S86°51'10"W	68.51'
L45	N35°19'18"W	1095.03'
L46	N07°26'29"E	430.47'
L47	N07°07'59"E	336.41'
L48	N08°04'35"E	878.21'
L49	N07°30'49"E	277.86'
L50	N07°24'14"E	865.69'
L51	S82°22'45"E	361.61'
L52	N07°31'51"E	575.26'
L53	N21°05'51"E	249.95'
L54	N68°53'17"W	401.20'
L55	N07°27'27"E	156.47'
L56	N06°37'15"E	137.47'
L57	S88°33'59"E	1229.97'
L58	N07°07'04"E	742.89'
L59	S86°37'43"E	263.93'
L60	S07°26'29"W	450.39'
L61	S07°38'19"W	723.12'
L62	S82°22'19"E	884.87'
L63	N35°19'18"W	565.10'

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OF RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.



SHEET 3 OF 3

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

June 9, 2023
DATE



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT B

Preliminary Plat of Burford Ranch

STONE
TONE
OF
1.35 AC.
89
PG. 25

SH 95

CITY LIMIT

DRAINAGE LOT 127
254484.5 SQ FT
5.842 ACRES

LOT 50
453297.7 SQ FT
10.405 ACRES

LOT 49
265841.3 SQ FT
6.190 ACRES

LOT 48
117167.8 SQ FT
2.690 ACRES

DANIEL RIOS
CALLED 1.18 AC.
DOC. NO. 2018086929

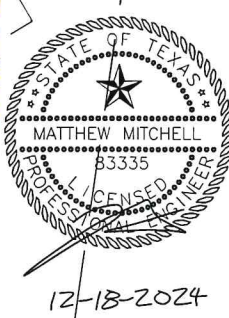
STATE OF TEXAS
50' WIDE CHANNEL EASEMENT
CALLED 0.286 AC. VOL. 386, PG. 240

STATE OF TEXAS
100' WIDE CHANNEL EASEMENT
CALLED 1.412 AC. VOL. 387, PG. 355

STATE OF TEXAS
100' WIDE CHANNEL EASEMENT
CALLED 1.361 AC. VOL. 387, PG. 535

STATE OF TEXAS
50' WIDE CHANNEL EASEMENT
CALLED 0.693 AC. VOL. 386, PG. 236

CALVIN J. CING
CALLED 7.6 AC.
VOL. 624, PG. 279



SCALE: 1"=200'	DATE: 12/18/2024	ALM ENGINEERING, INC. F-3565	BURFORD RANCH
JOB:	DRAWN BY:	CONSULTING ENGINEERS	CORRIDOR PROJECT RIGHT-OF-WAY
CHECKED BY:		P.O. Box 536	SH 95
		Dripping Springs, Texas, 78620	
		(512) 431-9600 mail@almengr.com	

Commissioners Court - Regular Session**71.****Meeting Date:** 02/25/2025

23IFB8 Corridor H - Sam Bass Road Change Order #6 (CORR)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$182,734.17 for Project 23IFB8 Corridor H Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order adds new items requested by the City of Round Rock (CORR) for installing a thrust block on the backside of a tie-in to an existing line and for adding another 36-inch Gate Valve near FM 1431.

This Change Order also compensates the Contactor for work added to the Contract due to various existing Utility conflicts with the proposed City of Round Rock water line work. These changes are necessary to keep the project moving forward in a timely manner. The City of Round Rock has agreed to compensate the Contractor for this added work. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of \$182,734.17 to the Contract amount, for an adjusted Contract total of \$34,135,707.51. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$2,010,251.49. Has been deducted from the Contract, resulting in a 5.56% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB8-CorridorH/SamBassRd-CO#6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 01:54 PM

Started On: 01/29/2025 09:12 AM

WILLIAMSON COUNTY, TEXASCHANGE ORDER NUMBER: 6Contractor: Cash Construction NTP Required: ☒ Yes ☐ NoProject Name: Corridor H - Sam Bass RoadChange Order Work Limits: Sta. 255+21.02 to Sta. 391+30.84Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)Reasons: 4B, 6C (3 Max. - in order of importance - Primary first)

Contract Award Date:	<u>1/10/2023</u>
Project Number:	<u>23IFB8</u>
Funding Source:	<u>P462</u>
Roadway:	<u>Sam Bass Road</u>
CS/J Number:	<u>N/A</u>

Describe the work being revised:

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contractor for this additional work.

Work to be performed in accordance with Items: See attachedNew or revised plan sheet(s) are attached and numbered: N/ANew Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ NoNew 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).

<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>	The following information must be provided	
	Time Ext. #: <u>N/A</u>	Days added on this CO: <u>0</u>
THE CONTRACTOR	Amount added by this change order: <u>\$182,734.17</u>	
Date <u>12-6-2024</u>	Original Contract Amount: <u>36,145,959.00</u>	
By <u>[Signature]</u>	Total Change Orders To-Date: <u>-2,010,251.49</u>	
Typed/Printed Name <u>Hunter Driskell</u>	Percent Change in Original Contract: <u>-5.56%</u>	
Typed/Printed Title <u>Project Manager</u>		

RECOMMENDED FOR EXECUTION:

[Signature] 12/6/2024
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

[Signature] 2/7/2025
Department of Infrastructure Date
Williamson County

Christen Eschberger 2/4/2025
Program Manager Date

APPROVED:

[Signature] 1/17/25
City of Round Rock Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 23IFB8

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999 WC08	CORR ADDED HAMMERING (AT&T)	LS	\$15,057.42	0.00	\$0.00	1.00	1.00	\$15,057.42	\$15,057.42
999 WC09	CORR THRUST BLOCK (RR WL AT WYOMING SPRINGS)	LS	\$8,653.25	0.00	\$0.00	1.00	1.00	\$8,653.25	\$8,653.25
999 WC10	CORR ADDED PLUGS DUE TO PEC/CHARTER POLES	LS	\$33,500.12	0.00	\$0.00	1.00	1.00	\$33,500.12	\$33,500.12
999 WC11	CORR ADDED BUTT STRAPS DUE TO PEC/CHARTER POLES	LS	\$18,161.05	0.00	\$0.00	1.00	1.00	\$18,161.05	\$18,161.05
999 WC12	CORR ADDED 36 INCH VALVE	LS	\$107,362.33	0.00	\$0.00	1.00	1.00	\$107,362.33	\$107,362.33
TOTALS					\$0.00			\$182,734.17	\$182,734.17

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Corridor H – Sam Bass Road Williamson County Project No. 23IFB8

Change Order No. 6

Reason for Change

This Change Order adds new items requested by the City of Round Rock (CORR) for installing a thrust block on the backside of a tie-in to an existing line and for adding an additional 36 in Gate Valve near FM 1431.

This Change Order also compensates the Contactor for work added to the contract due to various existing Utility conflicts with the proposed City of Round Rock water line work. These changes are necessary to keep the project moving forward in a timely manner and the City of Round Rock has agreed to compensate the Contractor for this added work.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
999 WC08	CORR ADDED HAMMERING (AT&T)	1	LS
999 WC09	CORR THRUST BLOCK (RR WL AT WYOMING SPRINGS)	1	LS
999 WC10	CORR ADDED PLUGS DUE TO PEC/CHARTER POLES	1	LS
999 WC11	CORR ADDED BUTT STRAPS DUE TO PEC/CHARTER POLES	1	LS
999 WC12	CORR ADDED 36 INCH VALVE	1	LS

This Change Order results in a net increase of \$182,734.17 to the Contract amount, for an adjusted Contract total of \$34,135,707.51. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$2,010,251.49. has been deducted from the Contract, resulting in a 5.56% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name Corridor H - Sam Bass Rd

Solicitation #: 23IFB8

Date awarded 1/13/2023

Awarded Contract Amount \$36,145,959.00

Percentage Change

Change order #1	-\$2,394,078.12	-6.62%
Change order #2	\$5,250.00	0.01%
Change order #3	\$56,523.26	0.16%
Change order #4	\$70,739.02	0.20%
Change order #5	\$68,580.18	0.19%
Change order #6	\$182,734.17	0.51%

Total changes to date

(\$2,010,251.49)

-5.56%

(Running totals here)

Adjusted contract amount

\$34,135,707.51

Item: 999-WC08

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT: 1009 - Sam Bass Road							
ITEM: CPR #23 - Cost Difference Between Hammering and Trenching Due to Existing Utilities							
DATE: 9/17/2024							
Item #	Description	Qty.	Unit	Prod. / Day	Additional Days	Unit Bid	Bid Amount
1	CPR #23 - Cost Difference Between Hammering and Trenching Due to Existing Utilities	1.00	LS		12.00	\$15,057.42	\$15,057.42
GRAND TOTAL							\$15,057.42
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET

Item: CPR #23 - Cost Difference Between Hammering and Trenching Due to Existing Utilities
 Date: 9/17/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	12	HR	\$63.94	\$767.28			
Foreman (1)	2	HR	\$30.09	\$60.18			
Laborer (1)	1	HR	\$17.76	\$17.76			
Foreman (2)	31	HR	\$60.00	\$1,860.00			
Pipelayer	21.5	HR	\$24.00	\$516.00			
Loader Operator(1)	6	HR	\$24.48	\$146.88			
Loader Operator (2)	23.5	HR	\$25.00	\$587.50			
Loader Operator (3)	1	HR	\$19.79	\$19.79			
Exc Operator	77	HR	\$26.00	\$2,002.00			
Exc Operator (2)	22	HR	\$28.00	\$616.00			
Operator	6	HR	\$32.04	\$192.24			
Subtotal				\$6,785.63			
MATERIAL							
					\$0.00		
					\$0.00		
Subtotal					\$0.00		
EQUIPMENT							
Deere 624K	14	HR	\$103.08			\$1,443.12	
Deere 350	85	HR	\$123.90			\$10,531.50	
Cat 416F2	0	HR	\$68.24			\$0.00	
Cat 349	33.5	HR	\$194.17			\$6,504.70	
Water Truck	0	HR	\$24.20			\$0.00	
Subtotal						\$18,479.32	
SUB							
Trenching Sub 42" (12-14')	-349	LF	\$42.75				-\$14,919.75
Trenching Sub 42" (14-16')	-134	LF	\$52.25				-\$7,001.50
Hammering Sub	1	LS	\$4,361.00				\$4,361.00
Subtotal							-\$17,560.25
Subtotals				\$6,785.63	\$0.00	\$18,479.32	-\$17,560.25
Burden on Direct Labor - 55%				\$3,732.10			
Direct Labor - 15%				\$1,577.66			
Material -15%					\$0.00		
Equipment - 15%						\$2,771.90	
Subcontracts -5%							-\$878.01
Subtotals				\$12,095.39	\$0.00	\$21,251.21	-\$18,438.26
Change Proposal Subtotal							\$14,908.34
Bond (1%)							\$149.08
Total Change Proposal							\$15,057.42

Item: 999-WC09

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #31 Thrust Block for CORR						
DATE:	8/20/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR #31 Thrust Block for CORR	1.00	LS		1.00	\$8,653.25	\$8,653.25
	GRAND TOTAL						\$8,653.25
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

Item: 999-WC09

BREAKDOWN WORKSHEET

Item: CPR#31 - Thrust Block for CORR
Date: 8/20/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	1	HR	\$63.94	\$63.94			
Foreman (1)	5	HR	\$50.00	\$250.00			
Laborer (1)	5	HR	\$22.00	\$110.00			
Laborer (2)	5	HR	\$19.00	\$95.00			
Excavator Operator	5	HR	\$25.74	\$128.70			
Loader Operator	5.5	HR	\$25.00	\$137.50			
Subtotal				\$785.14			
MATERIAL							
Bedding	88	TN	\$18.25		\$1,606.00		
Filter Fabric	1	LS	\$167.96		\$167.96		
Subtotal					\$1,773.96		
EQUIPMENT							
WL - Deere 624	5.5	HR	\$67.08			\$368.94	
EX - Deer 350	5	HR	\$122.04			\$610.20	
						\$0.00	
						\$0.00	
						\$0.00	
Subtotal						\$979.14	
SUB							
GADCO - Thrust Block	1	LS	\$3,738.00				\$3,738.00
Subtotal							\$3,738.00
Subtotals				\$785.14	\$1,773.96	\$979.14	\$3,738.00
Burden on Direct Labor - 55%				\$431.83			
Direct Labor - 10%				\$121.70			
Material -15%					\$266.09		
Equipment - 10%						\$97.91	
Subcontracts -10%							\$373.80
Subtotals				\$1,338.66	\$2,040.05	\$1,077.05	\$4,111.80

Change Proposal Subtotal	\$8,567.57
Bond (1%)	\$85.68
Total Change Proposal	\$8,653.25

Item: 999-WC10

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #32 - Test Plugs for 42 Inch Water Line						
DATE:	8/21/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR #32 - Test Plugs for 42 Inch Water Line	1.00	LS		1.00	\$16,750.06	\$16,750.06
	GRAND TOTAL						\$16,750.06
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET

Item:

CPR #32 - Test Plugs for 42 Inch Water Line

Date:

8/21/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	\$0.00	\$0.00			
Foreman (1)	0	HR	\$0.00	\$0.00			
Laborer (1)	0	HR	\$0.00	\$0.00			
Laborer (2)	0	HR	\$0.00	\$0.00			
Excavator Operator	0	HR	\$0.00	\$0.00			
Loader Operator	0	HR	\$0.00	\$0.00			
Subtotal				\$0.00			
MATERIAL							
Test Plugs - 42" Water Line with Inflation Hose (2 Plugs)	3	MT	\$4,807.02		\$14,421.06		
Subtotal					\$14,421.06		
EQUIPMENT							
WL - Deere 624	0	HR	\$0.00			\$0.00	
EX - Deer 350	0	HR	\$0.00			\$0.00	
						\$0.00	
						\$0.00	
Subtotal						\$0.00	
SUB							
	0	LS	\$0.00				\$0.00
Subtotal							\$0.00
Subtotals				\$0.00	\$14,421.06	\$0.00	\$0.00
Burden on Direct Labor - 55%				\$0.00			
Direct Labor - 10%				\$0.00			
Material -15%					\$2,163.16		
Equipment - 10%						\$0.00	
Subcontracts -10%							\$0.00
Subtotals				\$0.00	\$16,584.22	\$0.00	\$0.00

Change Proposal Subtotal	\$16,584.22
Bond (1%)	\$165.84
Total Change Proposal	\$16,750.06

Item: 999-WC10

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR#36 - Test Plugs for October - 42 Inch Water Line						
DATE:	10/22/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR#36 - Test Plugs for October - 42 Inch Water Line	1.00	LS		1.00	\$5,583.35	\$5,583.35
	GRAND TOTAL						\$5,583.35
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET

Item:

CPR#36 - Test Plugs for October - 42 Inch Water Line

Date:

10/22/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	\$0.00	\$0.00			
Foreman (1)	0	HR	\$0.00	\$0.00			
Laborer (1)	0	HR	\$0.00	\$0.00			
Laborer (2)	0	HR	\$0.00	\$0.00			
Excavator Operator	0	HR	\$0.00	\$0.00			
Loader Operator	0	HR	\$0.00	\$0.00			
Subtotal				\$0.00			
MATERIAL							
Test Plugs - 42" Water Line with Inflation Hose (2 Plugs at the Treatment Plant)	1	MT	\$4,807.02		\$4,807.02		
Subtotal					\$4,807.02		
EQUIPMENT							
WL - Deere 624	0	HR	\$0.00			\$0.00	
EX - Deer 350	0	HR	\$0.00			\$0.00	
						\$0.00	
						\$0.00	
Subtotal						\$0.00	
SUB							
	0	LS	\$0.00				\$0.00
Subtotal							\$0.00
Subtotals				\$0.00	\$4,807.02	\$0.00	\$0.00
Burden on Direct Labor - 55%				\$0.00			
Direct Labor - 10%				\$0.00			
Material -15%					\$721.05		
Equipment - 10%						\$0.00	
Subcontracts -10%							\$0.00
Subtotals				\$0.00	\$5,528.07	\$0.00	\$0.00

Change Proposal Subtotal	\$5,528.07
Bond (1%)	\$55.28
Total Change Proposal	\$5,583.35

Item: 999-WC10

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR#33 - Test Plugs for September - 42 Inch Water Line						
DATE:	9/4/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR#33 - Test Plugs for September - 42 Inch Water Line	1.00	LS		1.00	\$11,166.71	\$11,166.71
	GRAND TOTAL						\$11,166.71
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET

Item:

CPR#33 - Test Plugs for September - 42 Inch Water Line

Date:

9/4/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	\$0.00	\$0.00			
Foreman (1)	0	HR	\$0.00	\$0.00			
Laborer (1)	0	HR	\$0.00	\$0.00			
Laborer (2)	0	HR	\$0.00	\$0.00			
Excavator Operator	0	HR	\$0.00	\$0.00			
Loader Operator	0	HR	\$0.00	\$0.00			
Subtotal				\$0.00			
MATERIAL							
Test Plugs - 42" Water Line with Inflation Hose (1 Plug at Treatment Plant)	1	MT	\$2,403.51		\$2,403.51		
Test Plugs - 42" Water Line with Inflation Hose (1 Plug at Treatment Plant & 2 Plugs at Station 48+90)	1	MT	\$7,210.53		\$7,210.53		
Subtotal					\$9,614.04		
EQUIPMENT							
WL - Deere 624	0	HR	\$0.00			\$0.00	
EX - Deer 350	0	HR	\$0.00			\$0.00	
						\$0.00	
						\$0.00	
Subtotal						\$0.00	
SUB							
	0	LS	\$0.00				\$0.00
Subtotal							\$0.00
Subtotals				\$0.00	\$9,614.04	\$0.00	\$0.00
Burden on Direct Labor - 55%				\$0.00			
Direct Labor - 10%				\$0.00			
Material -15%					\$1,442.11		
Equipment - 10%						\$0.00	
Subcontracts -10%							\$0.00
Subtotals				\$0.00	\$11,056.15	\$0.00	\$0.00
Change Proposal Subtotal							\$11,056.15
Bond (1%)							\$110.56
Total Change Proposal							\$11,166.71

Item: 999-WC11

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR#34 - Power Pole Skip Due to Charter - Mobilized to Install 42"						
DATE:	10/1/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR#34 - Power Pole Skip Due to Charter - Mobilized to Install 42"	1.00	LS		3.00	\$18,161.05	\$18,161.05
	GRAND TOTAL						\$18,161.05
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

Item: 999-WC11

BREAKDOWN WORKSHEET

Item: CPR#34 - Power Pole Skip Due to Charter - Mobilized to Install 42"
Date: 10/1/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	8	HR	\$63.94	\$511.52			
Foreman (1)	16	HR	\$60.00	\$960.00			
Laborer (1)	18	HR	\$21.00	\$378.00			
Pipelaye (1)	18	HR	\$24.00	\$432.00			
Pipelaye (2)	25	HR	\$22.50	\$562.50			
Pipelaye (3)	14	HR	\$24.50	\$343.00			
Excavator Operator (1)	25	HR	\$28.00	\$700.00			
Excavator Operator (2)	18	HR	\$27.00	\$486.00			
Loader Operator (1)	18	HR	\$32.04	\$576.72			
Subtotal				\$4,949.74			
MATERIAL							
Thompson Pipe (Buttstrap)	1	EA	\$991.00		\$991.00		
					\$0.00		
Subtotal					\$991.00		
EQUIPMENT							
WL - Deere 624	18	HR	\$67.08			\$1,207.44	
EX - Deer 350	25	HR	\$122.04			\$3,051.00	
						\$0.00	
						\$0.00	
						\$0.00	
Subtotal						\$4,258.44	
SUB							
National Welding	20	HR	\$169.00				\$3,380.00
Subtotal							\$3,380.00
Subtotals				\$4,949.74	\$991.00	\$4,258.44	\$3,380.00
Burden on Direct Labor - 55%				\$2,722.36			
Direct Labor - 10%				\$767.21			
Material -15%					\$148.65		
Equipment - 10%						\$425.84	
Subcontracts -10%							\$338.00
Subtotals				\$8,439.31	\$1,139.65	\$4,684.28	\$3,718.00
Change Proposal Subtotal							\$17,981.24
Bond (1%)							\$179.81
Total Change Proposal							\$18,161.05

Item: 999-WC12

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road					
ITEM:	CPR #38 - Cost Proposal for Adding a 36 Inch Valve to the CORR Line					
DATE:	11/12/2024					
Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	Install 36" Gate Valve	1.00	LS	0.50	\$96,036.41	\$96,036.41
2	Install Butt Strap & Welder Time (Cash will have to cut the steel pipe back to fit the 36" Valve)	1.00	LS	0.50	\$7,436.64	\$7,436.64
3	Hammer Concrete at FM 1431 Tie In	1.00	LS	1.00	\$3,889.28	\$3,889.28
GRAND TOTAL						\$107,362.33
Notes:						
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.						

BREAKDOWN WORKSHEET

Item: 36" Gate Valve

Date: 11/12/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	5	HR	\$60.00	\$300.00			
Laborer (1)	5	HR	\$21.00	\$105.00			
Laborer (2)	5	HR	\$19.75	\$98.75			
Pipelaye (1)	5	HR	\$24.00	\$120.00			
Pipelaye (2)	5	HR	\$22.50	\$112.50			
Pipelaye (3)	5	HR	\$24.50	\$122.50			
Excavator Operator	5	HR	\$28.00	\$140.00			
Loader Operator	5	HR	\$25.00	\$125.00			
Excavator Operator	5	HR	\$27.00	\$135.00			
Subtotal				\$1,322.69			
MATERIAL							
36" Valve	1	EA	\$79,687.32		\$79,687.32		
Subtotal					\$79,687.32		
EQUIPMENT							
Deere 624K	5	HR	\$67.08			\$335.40	
Deere 350	5	HR	\$122.04			\$610.20	
Subtotal						\$945.60	
SUB							
Subtotal							\$0.00
Subtotals				\$1,322.69	\$79,687.32	\$945.60	\$0.00
Burden on Direct Labor - 55%				\$727.48			
Direct Labor - 15%				\$307.53			
Material -15%					\$11,953.10		
Equipment - 15%						\$141.84	
Subcontracts -5%							\$0.00
Subtotals				\$2,357.69	\$91,640.42	\$1,087.44	\$0.00

Change Proposal Subtotal	\$95,085.55
Bond (1%)	\$950.86
Total Change Proposal	\$96,036.41

Item: 999-WC12

BREAKDOWN WORKSHEET

Item: Butt Strap & Welder Time
Date: 11/12/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	5	HR	\$60.00	\$300.00			
Laborer (1)	5	HR	\$21.00	\$105.00			
Laborer (2)	5	HR	\$19.75	\$98.75			
Pipelaye (1)	5	HR	\$24.00	\$120.00			
Pipelaye (2)	5	HR	\$22.50	\$112.50			
Pipelaye (3)	5	HR	\$24.50	\$122.50			
Excavator Operator	5	HR	\$28.00	\$140.00			
Loader Operator	5	HR	\$25.00	\$125.00			
Excavator Operator	5	HR	\$27.00	\$135.00			
Subtotal				\$1,322.69			
MATERIAL							
36" Butt Strap	1	EA	\$617.50		\$617.50		
Subtotal					\$617.50		
EQUIPMENT							
Deere 624K	5	HR	\$67.08			\$335.40	
Deere 350	5	HR	\$122.04			\$610.20	
Subtotal						\$945.60	
SUB							
Welder	1	EA	\$2,650.00				\$2,650.00
Welder Cutting Pipe	3	Hours	\$135.00				\$405.00
Subtotal							\$3,055.00
Subtotals				\$1,322.69	\$617.50	\$945.60	\$3,055.00
Burden on Direct Labor - 55%				\$727.48			
Direct Labor - 15%				\$307.53			
Material -15%					\$92.63		
Equipment - 15%						\$141.84	
Subcontracts -5%							\$152.75
Subtotals				\$2,357.69	\$710.13	\$1,087.44	\$3,207.75
Change Proposal Subtotal							\$7,363.01
Bond (1%)							\$73.63
Total Change Proposal							\$7,436.64

Item: 999-WC12

BREAKDOWN WORKSHEET

Item: Hammer Concrete at Tie In
Date: 11/12/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	0	HR	\$63.94	\$0.00			
Foreman (1)	5	HR	\$60.00	\$300.00			
Laborer (1)	10	HR	\$21.00	\$210.00			
Excavator Operator	10	HR	\$28.00	\$280.00			
Subtotal				\$790.00			
MATERIAL							
Subtotal					\$0.00		
EQUIPMENT							
Deere 350	10	HR	\$122.04			\$1,220.40	
Hammer NPK-15	10	HR	\$90.36			\$903.60	
Subtotal						\$2,124.00	
SUB							
Subtotal							\$0.00
Subtotals				\$790.00	\$0.00	\$2,124.00	\$0.00
Burden on Direct Labor - 55%				\$434.50			
Direct Labor - 15%				\$183.68			
Material -15%					\$0.00		
Equipment - 15%						\$318.60	
Subcontracts -5%							\$0.00
Subtotals				\$1,408.18	\$0.00	\$2,442.60	\$0.00
Change Proposal Subtotal							\$3,850.78
Bond (1%)							\$38.51
Total Change Proposal							\$3,889.28



FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To: .
From: Trey Braddock
trey.braddock@ferguson.com
Comments:

16:41:38 NOV 07 2024

Item: 999-WC12

Page 1 of 2

FERGUSON WATERWORKS #1106

Price Quotation

Phone: 512-930-2262

Fax: 512-930-2388

Bid No: B541448
Bid Date: 11/07/24
Quoted By: RXS

Cust Phone: 512-251-7872
Terms: NET 10TH PROX

Customer: CASH CONSTRUCTION CO LTD
PO BOX 1279
WATERWORKS
1009 CORRIDOR H SAM BASS
PFLUGERVILLE, TX 78691

Ship To: CASH CONSTRUCTION CO LTD
SAM BASS RD & GREAT OAKS DR
1009 CORRIDOR H SAM BASS RD
ROUND ROCK, TX 78681

Cust PO#: 239496

Job Name: 1009 CORRIDOR H SAM BASS

Item	Description	Quantity	Net Price	UM	Total

	36" GATE VALVE				
	5-6 WEEK LEAD TIME				
SP-AFC2536FFOLSGON	36 DI FLG RW OL GATE VLV SG W/ NUT	1	70793.750	EA	70793.75
	SUBTOTAL				70793.75

	36" STUD SETS				
	*** MUST CONFIRM CLASS OF				
	STEEL FLANGE ***				
	3-4 WEEK LEAD TIME				

SP-SBS36B7CLE	SIDE A OF VALVE				
	36 B7 STUD SET #150 XYLAN CL E X DI	1	4613.740	EA	4613.74
	CLASS E STEEL X DUCTILE IRON				
	1-1/2 X 10.5" STUDS				
SP-FIK36LINEBKR	36" LINEBACKER FLG INSULATING KIT	1	799.740	EA	799.74
	W/G10 SLEEVES, DOUBLE F436				
	WASHERS, DOUBLE G-10 WASHERS				
	AND GPT LINEBACKER FF GASKET				
	G10/EPDM				

SP-SBS36B7DI	SIDE B OF VALVE				
	36 B7 STUD SET 150# XYLAN RR GSKT	1	2659.520	EA	2659.52
	DUCTILE IRON X DUCTILE IRON				
	1-1/2 X 9.5" STUDS				
	SUBTOTAL				8073.00

SVB1490	VALVE BOX				
	VLV BX CVR C-7 AUSTIN	1	27.170	EA	27.17
SVB1491	VLV BX BOT C-5 AUSTIN	1	115.410	EA	115.41
SVB1492	AUSTIN VLV BX PAVING RNG C-6	1	40.840	EA	40.84
AFT350PU	6 CL350 CL DI FASTITE PIPE	20	28.930	FT	578.60
PS41103	3 FT GATE VLV STEM EXT	1	58.550	EA	58.55



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<https://survey.medallia.com/?bidsorder&fc=1108&on=55792>

Fax: 512-930-2388

16:41:38 NOV 07 2024

Reference No: B541448

SUBTOTAL 820.57

Net Total:	\$79687.32
Tax:	\$0.00
Freight:	\$0.00
Total:	\$79687.32

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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<https://survey.medallia.com/?bidsorder&fc=1108&on=55792>

230011
Bid Item Summary

As Engineered

Bid Item	Bid Item Description	Price Basis	Unit Price \$	Values	
				Billing Quantity	Total Price
249	42" 23 to 45.5 Degree Elbow	Each	\$8,216.00	4	\$32,864.00
249	42" 5 to 22.5 Degree Elbow	Each	\$5,846.10	15	\$87,691.50
249	42" Bevel	Each	\$248.80	64	\$15,923.20
249	42" CL.E Flange x CL.E Flange Spool	Each	\$12,098.00	2	\$24,196.00
249	42" Short	Each	\$613.06	29	\$17,778.74
249	42" Welded Steel Pipe(all Depths)	Lay Length	\$164.43	12004.22	\$1,973,853.55
250	24" x 8" CL.E FORF w/Accessories	Each	\$3,771.00	1	\$3,771.00
250	36" BSPE x BSPE x 24" CL.E Flange TEE	Each	\$12,121.00	1	\$12,121.00
250	36" CL.E Flange Accessory Set(Gasket, Bolts and Nuts)	Each	\$2,071.00	1	\$2,071.00
250	36" CL.E Flange x BSPE Spool w/Internal Dished Head Plug	Each	\$13,826.00	1	\$13,826.00
250	36" CL.E Flange x CL.E Flange Spool w/8" CL.E Flange Outlet	Each	\$11,375.00	1	\$11,375.00
250	36" Split Buttstrap	Each	\$617.50	2	\$1,235.00
251	42" Short (In Encasement)	Each	\$671.25	9	\$6,041.25
251	42" Welded Steel Pipe (In Encasement)	Lay Length	\$280.70	1438.87	\$403,890.83
260	36"x42" Steel Eccentric Reducer	Each	\$5,973.00	1	\$5,973.00
261	42"x12" CL.E Flange Concentric Reducer	Each	\$11,415.00	1	\$11,415.00
262	42"x24" Reducing Tee (Outlet)	Each	\$3,409.00	10	\$34,090.00
263	42"x16" Reducing Tee (Outlet)	Each	\$2,022.00	1	\$2,022.00
264	42"x8" Reducing Tee (Outlet)	Each	\$1,402.33	3	\$4,206.99
265	42"x 42" Wye	Each	\$30,917.00	1	\$30,917.00
266	42" CL.E Blind Flange w/Accessories	Each	\$7,418.00	1	\$7,418.00
269	42" CL.E Gate Valve Flange Adapter	Each	\$6,045.50	3	\$18,136.50
270	42" CL.E Buterfly Valve Flange Adapter	Each	\$5,987.75	7	\$41,914.25
275	42"x8" ANSI B16.5 Flange Outlet-DrainValve	Each	\$1,402.00	5	\$7,010.00
277	24"x3" CL.E TORF w/Accessories	Each	\$2,892.50	2	\$5,785.00
277	42"x24" CL.E Flange Outlet 3" CAV (Outlet w/TORF)	Each	\$3,409.00	2	\$6,818.00
278	24"x4" CL.E TORF w/Accessories	Each	\$3,011.00	1	\$3,011.00
278	42"x24" CL.E Flange Outlet 4" CAV (Outlet w/TORF)	Each	\$3,398.00	1	\$3,398.00
279	24"x6" CL.E TORF w/Accessories	Each	\$3,689.50	2	\$7,379.00
279	42"x24" CL.E Flange Outlet 6" CAV (Outlet w/TORF)	Each	\$3,409.00	2	\$6,818.00



NPK
GH-15

Road Maintenance Equipment > Hydraulic Impact Breakers > 8,000-9,999 ft-lb | [COMPARE SIMILAR MODELS](#)

MARKET POPULARITY: Average

YEAR 2024

METER READS in Hours or MI/KILM

SERIAL NUMBER ...

NOTES ...

Frequency: 320/400 bpm | Impact Energy: 8000.0 ft-lb | Power Mode: Hydraulic

COSTS/RENTAL RATE BLUE BOOK®

VALUES & MARKET DATA

VERIFICATION

RETAIL RENTAL

SPECS

Cost Recovery Rate † Internal Charge Rate

† Traditionally Rental Rate Blue Book® Format: Landscape Portrait

Select organization

or

Enter Values Manually

LOCATION

Location

OWNERSHIP ADJUSTMENT

100%

OPERATING ADJUSTMENT

100%

OWNERSHIP TIME STANDARD

Monthly

Active Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)

USD \$75.57

+USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Monthly)

USD \$14.79

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted Hourly Rate

USD \$90.36

+USD \$0.00 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted
(Monthly)

USD \$13300.00

Ownership Adjustment
(100%)

USD \$0.00

+

Regional Adjustment
(0%)

USD \$0.00

+

Year Adjustment
2024: 0%

USD \$0.00

176 (Monthly Calculation)

Standby Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)

USD \$44.59

+USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Monthly)

USD \$0.00

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted Standby Hourly Rate

USD \$44.59

+USD \$0.00 | 0%
from Unadjusted Rate

Idling Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)

USD \$75.57

+USD \$0.00 | 0%
from Unadjusted Rate

+

Operating Cost (Monthly)

USD \$0.00

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted Idling Hourly Rate

USD \$75.57

+USD \$0.00 | 0%
from Unadjusted Rate

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	34.00%	USD \$4,522.00
Overhaul	41.00%	USD \$5,453.00
Cost Of Facilities Capital	13.00%	USD \$1,729.00
Indirect	12.00%	USD \$1,596.00

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value
Fuel @USD \$0	0.00%	USD \$0.00

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected revision date(s). [Learn more here.](#)

Item: 999-WC12

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- Help

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ESTIMATE

Eddie Pierce Welding LLC
1503 Twin Post Ct
Arlington, TX 76014

ejpinvoices@aol.com
+1 (817) 909-6089

Cash Construction
Bill to
Cash Construction

Ship to
Cash Construction

Estimate details

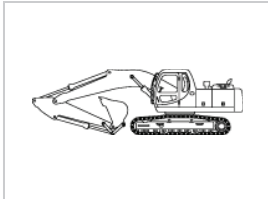
Estimate no.: 1031

Estimate date: 06/12/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/12/2024	Services	42" Steel Pipe 3/8 Thickness Inside only. Per each one.	1	\$450.00	\$450.00
2.	06/12/2024	Services	42" Steel Pipe 1/2 Thickness Inside only. Per each one.	1	\$550.00	\$550.00
3.	06/12/2024	Services	42" B/S Inside Only. Per each one.	1	\$1,000.00	\$1,000.00
4.	06/12/2024	Services	42" B/S Outside Only.	1	\$1,650.00	\$1,650.00
5.	06/12/2024	Services	Stand by time hourly Only if there are delays.	1	\$135.00	\$135.00
6.	06/12/2024	Services	Per Diem Daily Only if needed.	1	\$175.00	\$175.00
7.	06/12/2024	Services	Travel Time To & From	6	\$95.00	\$570.00
Total					\$4,530.00	



ADD TO SAVED MODELS



DEERE

350G LCExcavators > Crawler Mounted Hydraulic Excavators > 33.5 - 40.4 mt | [⇌ COMPARE SIMILAR MODELS](#)

MARKET POPULARITY: Popular ?



YEAR

2024 ▼

METER READS

in Hours or MI/KILM

SERIAL NUMBER

...

NOTES

...

YOUR CONFIGURATION

Operating Weight
34.7 mt

EDIT

Horsepower: 299.0 hp

Operating
Weight: 34.7
mt

Power Mode: Diesel

COSTS/RENTAL RATE BLUE

BOOK®

VALUES & MARKET DATA

VERIFICATION

RETAIL RENTAL

SPECS

Cost Recovery Rate † Internal Charge Rate

† Traditionally Rental Rate Blue Book® Format: ☐ Landscape ☒ Portrait

11



Select organization ▼

or ☐ Enter Values Manually

LOCATION

Location

OWNERSHIP ADJUSTMENT

OPERATING ADJUSTMENT

OWNERSHIP TIME STANDARD

Monthly

Active Rate

Rate Effective Date

Always Use Current Rate ▼

Ownership Cost (Monthly)

USD

\$74.91

+USD \$0.00 | 0% from Unadjusted Rate

Operating Cost (Monthly)

USD

\$47.13

+USD \$0.00 | 0% from Unadjusted Rate

Your Adjusted Hourly Rate

= USD

\$122.04

+USD \$0.00 | 0% from Unadjusted Rate

Collapse Formula ▼

Ownership Cost, Unadjusted (Monthly)	Ownership Adjustment (100%)	Regional Adjustment (0%)	Year Adjustment 2024: 0%
USD	USD	USD	USD
\$13185.00	\$0.00	\$0.00	\$0.00

176 (Monthly Calculation)

Standby Rate

Rate Effective Date

Always Use Current Rate

▼

Ownership Cost (Monthly)

USD

\$44.20

+USD \$0.00 | 0% from Unadjusted Rate

Operating Cost (Monthly)

USD

\$0.00

+USD \$0.00 | 0% from Unadjusted Rate

Your Adjusted Standby Hourly Rate

= USD

\$44.20

+USD \$0.00 | 0% from Unadjusted Rate

Expand Formula

▲

Idling Rate

Rate Effective Date

Always Use Current Rate

▼

Ownership Cost (Monthly)

USD

\$74.91

+USD \$0.00 | 0% from Unadjusted Rate

Operating Cost (Monthly)

USD

\$20.78

+USD \$0.00 | 0% from Unadjusted Rate

Your Adjusted Idling Hourly Rate

= USD

\$95.69

+USD \$0.00 | 0% from Unadjusted Rate

Expand Formula

▲

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	31.00%	USD \$4,087.35
Overhaul	41.00%	USD \$5,405.85

Element	Percentage	Value
Cost Of Facilities Capital	17.00%	USD \$2,241.45
Indirect	11.00%	USD \$1,450.35

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value
Fuel @USD \$3.658	44.09%	USD \$20.78

Revised Date: 3rd quarter 2024

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ADD TO SAVED MODELS




DEERE

624L (disc. 2021)

Wheel





> 4-Wd Articulated Wheel


> 175 - 199 hp


 COMPARE SIMILAR MODELS

Loaders


Loaders



MARKET POPULARITY: Popular 



YEAR

2021 

METER READS

in Hours or MI/KILM

SERIAL NUMBER

...

NOTES

...

Horsepower: 192.0 hp



COSTS/RENTAL RATE BLUE BOOK®


VALUES & MARKET DATA


VERIFICATION

RETAIL RENTAL

SPECS

Cost Recovery Rate  Internal Cost  Traditionally Rental Rate Blue Book®

Format: ☐ Landscape ☒ Portrait 

Select organization 

or

☐ Enter Values Manually

LOCATION	Location
OWNERSHIP ADJUSTMENT	100%
OPERATING ADJUSTMENT	100%



OWNERSHIP TIME STANDARD

Monthly

Active Rate

Rate Effective Date
Always Use Current Rate

Ownership Cost (Monthly)

USD \$36.36

Collapse Formula +USD \$0.00 | 0%
from Unadjusted Rate

Operating Cost (Monthly)

USD \$31.44

+USD \$0.00 | 0%
from Unadjusted Rate

=

Your Adjusted Hourly Rate

USD \$67.80

+USD \$0.00 | 0%
from Unadjusted Rate

Ownership Cost, Unadjusted (Monthly)	Ownership Adjustment (100%)	Regional Adjustment (0%)	Year Adjustment 2021: 0%
USD \$6400.00	USD \$0.00	USD \$0.00	USD \$0.00

176 (Monthly Calculation)

Standby Rate

Rate Effective Date
Always Use Current Rate

Item: 999-WC12

Ownership Cost (Monthly)

USD \$25.09

Expand Formula ^

+USD \$0.00 | 0%
from Unadjusted Rate
+

Operating Cost (Monthly)

USD \$0.00

+USD \$0.00 | 0%
from Unadjusted Rate
=

Your Adjusted Standby Hourly Rate

USD \$25.09

+USD \$0.00 | 0%
from Unadjusted Rate



Idling Rate

Rate Effective Date

Always Use Current Rate v

Ownership Cost (Monthly)

USD \$36.36

Expand Formula ^

+USD \$0.00 | 0%
from Unadjusted Rate
+

Operating Cost (Monthly)

USD \$13.07

+USD \$0.00 | 0%
from Unadjusted Rate
=

Your Adjusted Idling Hourly Rate

USD \$49.43



+USD \$0.00 0% from Unadjusted Rate
--

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	40.00%	USD \$2,560.00
Overhaul	31.00%	USD \$1,984.00
Cost Of Facilities Capital	18.00%	USD \$1,152.00
Indirect	11.00%	USD \$704.00

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value
Fuel @USD \$3.658	41.57%	USD \$13.07

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected revision date(s). [Learn more here.](#)

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Commissioners Court - Regular Session**72.****Meeting Date:** 02/25/2025

23IFB8 Corridor H - Sam Bass Road Change Order #7 (CORR Valves)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$288,195.31 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order adds several items for additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan. Multiple items will be added by this Change Order. Please see the attached Change Order.

This Change Order results in a net increase of \$288,195.31 to the Contract amount, for an adjusted Contract total of \$34,423,902.82. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$1,722,056.18 has been deducted from the Contract, resulting in a 4.76% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

23IFB8 CorridorH/SamBassRd-CO#7

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:01 PM

Started On: 02/08/2025 06:08 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Contractor: Cash Construction NTP Required: ☒ Yes ☐ No

Project Name: Corridor H - Sam Bass Road

Change Order Work Limits: Sta. 255+21.02 to Sta. 391+30.84

Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 4B (3 Max. - In order of importance - Primary first)

Contract Award Date:	<u>1/10/2023</u>
Project Number:	<u>23IFB8</u>
Funding Source:	<u>P462</u>
Roadway:	<u>Sam Bass Road</u>
CSJ Number:	<u>N/A</u>

Describe the work being revised:

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.


Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: CORR WL Plans: 44A-D, 46A-C

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.

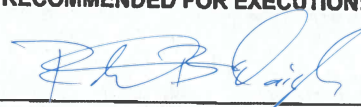
Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<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>	The following information must be provided
THE CONTRACTOR Date <u>1/31/25</u>	Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u>
By 	Amount added by this change order: <u>\$288,195.31</u>
Typed/Printed Name <u>TY EGBERT</u>	Original Contract Amount: <u>\$36,145,959.00</u>
Typed/Printed Title <u>DIRECTOR OF PM</u>	Total Change Orders To-Date: <u>-\$1,722,056.18</u>
	Percent Change In Original Contract: <u>-4.76%</u>

RECOMMENDED FOR EXECUTION:


Senior Construction Engineer Date 2/3/2025

RECOMMENDED FOR EXECUTION:


Department of Infrastructure Date 2/7/2025
Williamson County


Program Manager Date 2/4/2025

APPROVED:


City of Round Rock Date 2/3/25

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # 23IFB8

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
RR-999-01	4" Temporary Bypass	LF	\$169.41	0.00	\$0.00	230.00	230.00	\$38,964.30	\$38,964.30
RR-999-02	Install 30" MJ Cross	EA	\$20,220.14	0.00	\$0.00	1.00	1.00	\$20,220.14	\$20,220.14
RR-999-03	Install 16"x4" MJ Tee	EA	\$5,374.97	0.00	\$0.00	1.00	1.00	\$5,374.97	\$5,374.97
RR-510-01	Install 30"x16" Reducer	EA	\$7,811.43	0.00	\$0.00	1.00	1.00	\$7,811.43	\$7,811.43
RR-510-02	16" Ductile Iron	LF	\$377.32	0.00	\$0.00	40.00	40.00	\$15,092.80	\$15,092.80
RR-510-03	30" Ductile Iron	LF	\$1,008.19	0.00	\$0.00	20.00	20.00	\$20,163.80	\$20,163.80
RR-510-04	Install New 30"x24" Reducer	EA	\$6,984.27	0.00	\$0.00	1.00	1.00	\$6,984.27	\$6,984.27
RR-511-01	Install 30" Gate Valve	EA	\$73,862.10	0.00	\$0.00	2.00	2.00	\$147,724.20	\$147,724.20
RR-511-02	Install 16" Gate Valve	EA	\$22,375.63	0.00	\$0.00	1.00	1.00	\$22,375.63	\$22,375.63
RR-511-03	Remove 30" BFV	EA	\$3,483.77	0.00	\$0.00	1.00	1.00	\$3,483.77	\$3,483.77
	TOTALS				\$0.00			\$288,195.31	\$288,195.31

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Corridor H – Sam Bass Road Williamson County Project No. 23IFB8

Change Order No. 7

Reason for Change

This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
RR-999-01	4" Temporary Bypass	230	LF
RR-999-02	Install 30" MJ Cross	1	EA
RR-999-03	Install 16"x4" MJ Tee	1	EA
RR-510-01	Install 30"x16" Reducer	1	EA
RR-510-02	16" Ductile Iron	40	LF
RR-510-03	30" Ductile Iron	20	LF
RR-510-04	Install New 30"x24" Reducer	1	EA
RR-511-01	Install 30" Gate Valve	2	EA
RR-511-02	Install 16" Gate Valve	1	EA
RR-511-03	Remove 30" BFV	1	EA

This Change Order results in a net increase of \$288,195.31 to the Contract amount, for an adjusted Contract total of \$34,423,902.82. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$1,722,056.18 has been deducted from the Contract, resulting in a 4.76% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name Corridor H - Sam Bass Rd

Solicitation #: 23IFB8

Date awarded 1/13/2023

Awarded Contract Amount \$36,145,959.00

Percentage Change

Change order #1	-\$2,394,078.12	-6.62%
Change order #2	\$5,250.00	0.01%
Change order #3	\$56,523.26	0.16%
Change order #4	\$70,739.02	0.20%
Change order #5	\$68,580.18	0.19%
Change order #6	\$182,734.17	0.51%
Change order #7	\$288,195.31	0.80%

Total changes to date (\$1,722,056.18)

-4.76%

(Running totals here)

Adjusted contract amount \$34,423,902.82

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road					
ITEM:	CPR #39 - Wyoming Spring Improvements					
DATE:	1/9/2024					
Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	4" Temporary Bypass (Added 30' of pipe after scaling the plans)	230.00	LF	3.00	\$169.41	\$38,965.28
2	Install 30" Gate Valve (includes dewatering the trench & prepping to install the valves)	2.00	EA	2.50	\$73,862.10	\$147,724.21
3	Install 16" Gate Valve (includes installing on an existing water line & detwatering trench)	1.00	EA	0.50	\$22,375.63	\$22,375.63
4	Install 30" MJ Cross	1.00	EA	0.50	\$20,220.14	\$20,220.14
5	Install 30"x16" Reducer	1.00	EA	0.50	\$7,811.43	\$7,811.43
6	Install 16"x4" MJ Tee	1.00	EA	0.50	\$5,374.97	\$5,374.97
7	Install New 30"x24" Reducer	1.000	EA	0.30	\$6,984.27	\$6,984.27
8	16" Ductile Iron (Adding another stick of pipe due to possible adding in a piece of pipe where the valve is going to be installed and 2 restraints for the 16"x4" Tee.)	40.00	LF	0.25	\$377.32	\$15,092.98
9	Remove 30" BfV	1.00	EA	0.50	\$3,483.77	\$3,483.77
10	30" Ductile Iron (Adding in a stick of pipe due to possibly adding a piece of pipe where the valves are going to be installed)	20.00	LF	0.50	\$1,008.19	\$20,163.89
GRAND TOTAL						\$288,196.56
Notes:						
PRICES EXCLUDE: IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.						

Using unit rates provided, the
Grand Total is \$288,195.31.

BREAKDOWN WORKSHEET

Item: 4" Temporary Bypass

Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	5	HR	\$63.94	\$319.70			
Foreman (1)	35	HR	\$60.00	\$2,100.00			
Laborer (1)	35	HR	\$21.00	\$735.00			
Laborer (2)	35	HR	\$19.75	\$691.25			
Pipelaye (1)	35	HR	\$24.00	\$840.00			
Pipelaye (2)	35	HR	\$22.50	\$787.50			
Pipelaye (3)	35	HR	\$24.50	\$857.50			
Excavator Operator	35	HR	\$28.00	\$980.00			
Loader Operator	35	HR	\$25.00	\$875.00			
Excavator Operator	35	HR	\$27.00	\$945.00			
Subtotal				\$9,130.95			
MATERIAL							
4" Bypass Material	1	LS	\$7,116.11		\$7,116.11		
Fusing Machine	3	Days	\$557.00		\$1,671.00		
Bedding	45	TN	\$18.50		\$832.50		
Subtotal					\$9,619.61		
EQUIPMENT							
Deere 624K	35	HR	\$67.80			\$2,373.00	
Deere 350	35	HR	\$122.04			\$4,271.40	
NPK - GH-15 Hammer	35	HR	\$89.44			\$3,130.40	
Subtotal						\$9,774.80	
SUB							
Subtotal							\$0.00
Subtotals				\$9,130.95	\$9,619.61	\$9,774.80	\$0.00
Burden on Direct Labor - 55%				\$5,022.02			
Direct Labor - 15%				\$2,122.95			
Material -15%					\$1,442.94		
Equipment - 15%						\$1,466.22	
Subcontracts -5%							\$0.00
Subtotals				\$16,275.92	\$11,062.55	\$11,241.02	\$0.00
Change Proposal Subtotal							\$38,579.49
Bond (1%)							\$385.79
Total Change Proposal							\$38,965.28

BREAKDOWN WORKSHEET

Item: 30" Gate Valve
 Date: #####

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	5	HR	\$63.94	\$319.70			
Foreman (1)	35	HR	\$60.00	\$2,100.00			
Laborer (1)	35	HR	\$21.00	\$735.00			
Laborer (2)	35	HR	\$19.75	\$691.25			
Pipelayer (1)	35	HR	\$24.00	\$840.00			
Pipelayer (2)	35	HR	\$22.50	\$787.50			
Pipelayer (3)	35	HR	\$24.50	\$857.50			
Excavator Operator	35	HR	\$28.00	\$980.00			
Loader Operator	35	HR	\$25.00	\$875.00			
Excavator Operator	35	HR	\$27.00	\$945.00			
Subtotal				\$9,130.95			
MATERIAL							
30" Gate Valve	2	EA	\$50,815.36		\$101,630.72		
Concrete	10	CY	\$158.00		\$1,580.00		
Rebar	70	LF	\$0.65		\$45.50		
Subtotal					\$103,256.22		
EQUIPMENT							
Deere 624K	35	HR	\$67.80			\$2,373.00	
Deere 350	35	HR	\$122.04			\$4,271.40	
NPK - GH-15 Hammer	35	HR	\$89.44			\$3,130.40	
Subtotal						\$9,774.80	
SUB							
							\$0.00
Subtotal							\$0.00
Subtotals				\$9,130.95	\$103,256.22	\$9,774.80	\$0.00
Burden on Direct Labor - 55%				\$5,022.02			
Direct Labor - 15%				\$2,122.95			
Material -15%					\$15,488.43		
Equipment - 15%						\$1,466.22	
Subcontracts -5%							\$0.00
Subtotals				\$16,275.92	\$118,744.65	\$11,241.02	\$0.00
Change Proposal Subtotal							\$146,261.59
Bond (1%)							\$1,462.62
Total Change Proposal							\$147,724.21

BREAKDOWN WORKSHEET

Item: 16" Gate Valve
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	2	HR	\$63.94	\$127.88			
Foreman (1)	1	HR	\$60.00	\$60.00			
Laborer (1)	15	HR	\$21.00	\$315.00			
Laborer (2)	15	HR	\$19.75	\$296.25			
Pipelaye (1)	15	HR	\$24.00	\$360.00			
Pipelaye (2)	15	HR	\$22.50	\$337.50			
Pipelaye (3)	15	HR	\$24.50	\$367.50			
Excavator Operator	15	HR	\$28.00	\$420.00			
Loader Operator	15	HR	\$25.00	\$375.00			
Excavator Operator	15	HR	\$27.00	\$405.00			
Subtotal				\$3,064.13			
MATERIAL							
16" Gate Valve	1	EA	\$9,674.32		\$9,674.32		
Concrete	4	CY	\$158.00		\$632.00		
Rebar	30	LF	\$0.65		\$19.50		
Subtotal					\$10,325.82		
EQUIPMENT							
Deere 624K	15	HR	\$67.80			\$1,017.00	
Deere 350	15	HR	\$122.04			\$1,830.60	
NPK - GH-15 Hammer	15	HR	\$89.44			\$1,341.60	
Subtotal						\$4,189.20	
SUB							
							\$0.00
Subtotal							\$0.00
Subtotals				\$3,064.13	\$10,325.82	\$4,189.20	\$0.00
Burden on Direct Labor - 55%				\$1,685.27			
Direct Labor - 15%				\$712.41			
Material -15%					\$1,548.87		
Equipment - 15%						\$628.38	
Subcontracts -5%							\$0.00
Subtotals				\$5,461.81	\$11,874.69	\$4,817.58	\$0.00
Change Proposal Subtotal							\$22,154.08
Bond (1%)							\$221.54
Total Change Proposal							\$22,375.63

BREAKDOWN WORKSHEET

Item: 30" MJ Cross
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	2	HR	\$63.94	\$127.88			
Foreman (1)	4	HR	\$60.00	\$240.00			
Laborer (1)	4	HR	\$21.00	\$84.00			
Laborer (2)	4	HR	\$19.75	\$79.00			
Pipelaye (1)	4	HR	\$24.00	\$96.00			
Pipelaye (2)	4	HR	\$22.50	\$90.00			
Pipelaye (3)	4	HR	\$24.50	\$98.00			
Excavator Operator	4	HR	\$28.00	\$112.00			
Loader Operator	4	HR	\$25.00	\$100.00			
Excavator Operator	4	HR	\$27.00	\$108.00			
Subtotal				\$1,134.88			
MATERIAL							
30" MJ Cross	1	EA	\$14,890.22		\$14,890.22		
Subtotal					\$14,890.22		
EQUIPMENT							
Deere 624K	4	HR	\$67.80			\$271.20	
Deere 350	4	HR	\$122.04			\$488.16	
Subtotal						\$759.36	
SUB							
Subtotal							\$0.00
Subtotals				\$1,134.88	\$14,890.22	\$759.36	\$0.00
Burden on Direct Labor - 55%				\$624.18			
Direct Labor - 15%				\$263.86			
Material -15%					\$2,233.53		
Equipment - 15%						\$113.90	
Subcontracts -5%							\$0.00
Subtotals				\$2,022.92	\$17,123.75	\$873.26	\$0.00
Change Proposal Subtotal							\$20,019.94
Bond (1%)							\$200.20
Total Change Proposal							\$20,220.14

BREAKDOWN WORKSHEET

Item: 30"x16" Reducer
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	4	HR	\$60.00	\$240.00			
Laborer (1)	4	HR	\$21.00	\$84.00			
Laborer (2)	4	HR	\$19.75	\$79.00			
Pipelaye (1)	4	HR	\$24.00	\$96.00			
Pipelaye (2)	4	HR	\$22.50	\$90.00			
Pipelaye (3)	4	HR	\$24.50	\$98.00			
Excavator Operator	4	HR	\$28.00	\$112.00			
Loader Operator	4	HR	\$25.00	\$100.00			
Excavator Operator	4	HR	\$27.00	\$108.00			
Subtotal				\$1,070.94			
MATERIAL							
30"x16" Reducer	1	EA	\$4,305.98		\$4,305.98		
Subtotal					\$4,305.98		
EQUIPMENT							
Deere 624K	4	HR	\$67.80			\$271.20	
Deere 350	4	HR	\$122.04			\$488.16	
Subtotal						\$759.36	
SUB							
Subtotal							\$0.00
Subtotals				\$1,070.94	\$4,305.98	\$759.36	\$0.00
Burden on Direct Labor - 55%				\$589.02			
Direct Labor - 15%				\$248.99			
Material -15%					\$645.90		
Equipment - 15%						\$113.90	
Subcontracts -5%							\$0.00
Subtotals				\$1,908.95	\$4,951.88	\$873.26	\$0.00
Change Proposal Subtotal							\$7,734.09
Bond (1%)							\$77.34
Total Change Proposal							\$7,811.43

BREAKDOWN WORKSHEET

Item: 16"x4" MJ Tee
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	4	HR	\$60.00	\$240.00			
Laborer (1)	4	HR	\$21.00	\$84.00			
Laborer (2)	4	HR	\$19.75	\$79.00			
Pipelaye (1)	4	HR	\$24.00	\$96.00			
Pipelaye (2)	4	HR	\$22.50	\$90.00			
Pipelaye (3)	4	HR	\$24.50	\$98.00			
Excavator Operator	4	HR	\$28.00	\$112.00			
Loader Operator	4	HR	\$25.00	\$100.00			
Excavator Operator	4	HR	\$27.00	\$108.00			
Subtotal				\$1,070.94			
MATERIAL							
16"x4" MJ Tee	1	EA	\$2,208.29		\$2,208.29		
Subtotal					\$2,208.29		
EQUIPMENT							
Deere 624K	4	HR	\$67.80			\$271.20	
Deere 350	4	HR	\$122.04			\$488.16	
Subtotal						\$759.36	
SUB							
Subtotal							\$0.00
Subtotals				\$1,070.94	\$2,208.29	\$759.36	\$0.00
Burden on Direct Labor - 55%				\$589.02			
Direct Labor - 15%				\$248.99			
Material -15%					\$331.24		
Equipment - 15%						\$113.90	
Subcontracts -5%							\$0.00
Subtotals				\$1,908.95	\$2,539.53	\$873.26	\$0.00
Change Proposal Subtotal							\$5,321.75
Bond (1%)							\$53.22
Total Change Proposal							\$5,374.97

BREAKDOWN WORKSHEET

Item: 30"x24" Reducer
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	4	HR	\$60.00	\$240.00			
Laborer (1)	4	HR	\$21.00	\$84.00			
Laborer (2)	4	HR	\$19.75	\$79.00			
Pipelayer (1)	4	HR	\$24.00	\$96.00			
Pipelayer (2)	4	HR	\$22.50	\$90.00			
Pipelayer (3)	4	HR	\$24.50	\$98.00			
Excavator Operator	4	HR	\$28.00	\$112.00			
Loader Operator	4	HR	\$25.00	\$100.00			
Excavator Operator	4	HR	\$27.00	\$108.00			
Subtotal				\$1,070.94			
MATERIAL							
30"x24" Reducer	1	EA	\$3,593.83		\$3,593.83		
Subtotal					\$3,593.83		
EQUIPMENT							
Deere 624K	4	HR	\$67.80			\$271.20	
Deere 350	4	HR	\$122.04			\$488.16	
Subtotal						\$759.36	
SUB							
Subtotal							\$0.00
Subtotals				\$1,070.94	\$3,593.83	\$759.36	\$0.00
Burden on Direct Labor - 55%				\$589.02			
Direct Labor - 15%				\$248.99			
Material -15%					\$539.07		
Equipment - 15%						\$113.90	
Subcontracts -5%							\$0.00
Subtotals				\$1,908.95	\$4,132.90	\$873.26	\$0.00
Change Proposal Subtotal							\$6,915.12
Bond (1%)							\$69.15
Total Change Proposal							\$6,984.27

BREAKDOWN WORKSHEET

Item: 16" Ductile Iron
Date: 12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	2	HR	\$63.94	\$127.88			
Foreman (1)	10	HR	\$60.00	\$600.00			
Laborer (1)	10	HR	\$21.00	\$210.00			
Laborer (2)	10	HR	\$19.75	\$197.50			
Pipelaye (1)	10	HR	\$24.00	\$240.00			
Pipelaye (2)	10	HR	\$22.50	\$225.00			
Pipelaye (3)	10	HR	\$24.50	\$245.00			
Excavator Operator	10	HR	\$28.00	\$280.00			
Loader Operator	10	HR	\$25.00	\$250.00			
Excavator Operator	10	HR	\$27.00	\$270.00			
Subtotal				\$2,645.38			
MATERIAL							
16" Ductile Iron	40	LF	\$83.78		\$3,351.20		
16" MJ Sleeve	1	EA	\$1,257.77		\$1,257.77		
Restraints	2	EA	\$1,054.59		\$2,109.18		
Bedding	15	TN	\$18.50		\$277.50		
Subtotal					\$6,995.65		
EQUIPMENT							
Deere 624K	10	HR	\$67.80			\$678.00	
Deere 350	10	HR	\$122.04			\$1,220.40	
Subtotal						\$1,898.40	
SUB							
							\$0.00
Subtotal							\$0.00
Subtotals				\$2,645.38	\$6,995.65	\$1,898.40	\$0.00
Burden on Direct Labor - 55%				\$1,454.96			
Direct Labor - 15%				\$615.05			
Material -15%					\$1,049.35		
Equipment - 15%						\$284.76	
Subcontracts -5%							\$0.00
Subtotals				\$4,715.39	\$8,045.00	\$2,183.16	\$0.00
Change Proposal Subtotal							\$14,943.55
Bond (1%)							\$149.44
Total Change Proposal							\$15,092.98

BREAKDOWN WORKSHEET

Item:

Remove 30" BFV

Date:

12/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	5	HR	\$60.00	\$300.00			
Laborer (1)	5	HR	\$21.00	\$105.00			
Laborer (2)	5	HR	\$19.75	\$98.75			
Pipelaye (1)	5	HR	\$24.00	\$120.00			
Pipelaye (2)	5	HR	\$22.50	\$112.50			
Pipelaye (3)	5	HR	\$24.50	\$122.50			
Excavator Operator	5	HR	\$28.00	\$140.00			
Loader Operator	5	HR	\$25.00	\$125.00			
Excavator Operator	5	HR	\$27.00	\$135.00			
Subtotal				\$1,322.69			
MATERIAL							
Subtotal					\$0.00		
EQUIPMENT							
Deere 624K	5	HR	\$67.80			\$339.00	
Deere 350	5	HR	\$122.04			\$610.20	
Subtotal						\$949.20	
SUB							
Subtotal							\$0.00
Subtotals				\$1,322.69	\$0.00	\$949.20	\$0.00
Burden on Direct Labor - 55%				\$727.48			
Direct Labor - 15%				\$307.53			
Material -15%					\$0.00		
Equipment - 15%						\$142.38	
Subcontracts -5%							\$0.00
Subtotals				\$2,357.69	\$0.00	\$1,091.58	\$0.00
Change Proposal Subtotal							\$3,449.27
Bond (1%)							\$34.49
Total Change Proposal							\$3,483.77

BREAKDOWN WORKSHEET

Item: 30" Ductile Iron
Date: 12/3/2024

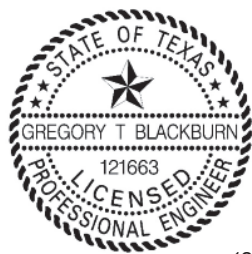
DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Foreman (1)	2	HR	\$60.00	\$120.00			
Laborer (1)	2	HR	\$21.00	\$42.00			
Laborer (2)	2	HR	\$19.75	\$39.50			
Pipelayer (1)	2	HR	\$24.00	\$48.00			
Pipelayer (2)	2	HR	\$22.50	\$45.00			
Pipelayer (3)	2	HR	\$24.50	\$49.00			
Excavator Operator	2	HR	\$28.00	\$56.00			
Loader Operator	2	HR	\$25.00	\$50.00			
Excavator Operator	2	HR	\$27.00	\$54.00			
Subtotal				\$567.44			
MATERIAL							
30" Ductile Iron	20	LF	\$275.52		\$5,510.40		
30" MJ Sleeve	2	EA	\$5,295.30		\$10,590.60		
Subtotal					\$16,101.00		
EQUIPMENT							
Deere 624K	2	HR	\$67.80			\$135.60	
Deere 350	2	HR	\$122.04			\$244.08	
Subtotal						\$379.68	
SUB							
							\$0.00
Subtotal							\$0.00
Subtotals				\$567.44	\$16,101.00	\$379.68	\$0.00
Burden on Direct Labor - 55%				\$312.09			
Direct Labor - 15%				\$131.93			
Material -15%					\$2,415.15		
Equipment - 15%						\$56.95	
Subcontracts -5%							\$0.00
Subtotals				\$1,011.46	\$18,516.15	\$436.63	\$0.00
Change Proposal Subtotal							\$19,964.24
Bond (1%)							\$199.64
Total Change Proposal							\$20,163.89

**SAM BASS ROAD WATERLINE
WYOMING SPRINGS CONNECTION PERMANENT SOLUTION**

12/12/2024

BY: GREG BLACKBURN, PE

CHECKED BY: RICHARD DUANE, PE



12/11/2024

Greg Blackburn



1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | kfriese.com
TBPE Firm No. 6535

EXISTING CONDITIONS



LEGEND:

Water Valves

- Butterfly
- Gate

Water Lines

- City of Round Rock



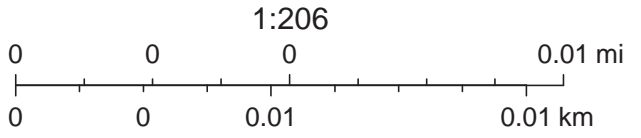
4" TAPPING SADDLE
4" BYPASS
12" GATE VALVE
12" PRESSURE REDUCING VALVE
12" GATE VALVE



4" TAPPING SADDLE
4" GATE VALVE
4" GATE VALVE
4" METER
4" GATE VALVE
4" TAPPING SADDLE



4" GATE VALVE
4" BACKFLOW PREVENTER
4" GATE VALVE
4" PRESSURE REDUCING VALVE



TEMPORARY BYPASS PLAN



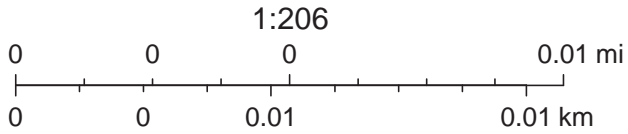
LEGEND:

Water Valves

- Butterfly
- ⊙ Gate

Water Lines

- City of Round Rock
- ~ Segment Temporarily Out of Service
- - - - Temporary 4" HDPE Water Line



PROPOSED IMPORVEMENT PLAN



ESTIMATED QUANTITIES		
QTY	UNIT	DESCRIPTION
1	EA	30" X 30" CROSS
2	EA	30" GATE VALVE
1	EA	30" X 24" REDUCER
1	EA	30" X 16" REDUCER
1	EA	16" GATE VALVE
1	EA	16" X 4" CUT-IN TEE
130	LF	30" DUCTILE IRON PIPE RESTRAIN IN PLACE USING EBBA SERIESE 1100HD SPLIT MEGALUG RESTRAINTS OR APPROVED EQUAL
20	LF	16" DUCTILE IRON PIPE RESTRAIN IN PLACE USING EBBA SERIESE 1100HD SPLIT MEGALUG RESTRAINTS OR APPROVED EQUAL
20	LF	16" CL250 RESTRAINED DUCTILE IRON PIPE

LEGEND:

Water Valves

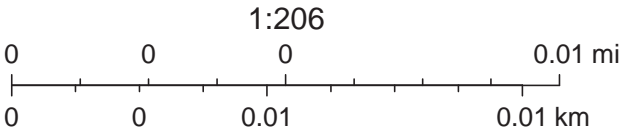
- Butterfly
- Gate

Water Lines

- City of Round Rock
- EXISTING WATER LINE TO BE RESTRAINED IN PLACE
- PROPOSED GATE VALVE
- EXISTING GATE VALVE

NOTES:

- CONTRACTOR TO PROVIDE THRUST BLOCKS ON PROPOSED GATE VALVES. SEE THRUST BLOCK SIZING UNDER SEPARATE COVER.
- ALL NEW PIPE REQUIRED TO MAKE CONNECTIONS AND PERFORM PROPOSED WORK WILL REQUIRE FACTORY RESTRAINED JOINTS.



SAM BASS ROAD WATERLINE - VALVE THRUST BLOCK CALCULATIONS

12/11/2024

BY: GREG BLACKBURN, PE

CHECKED BY: DAN CHILARESCU, PE



12/11/2024

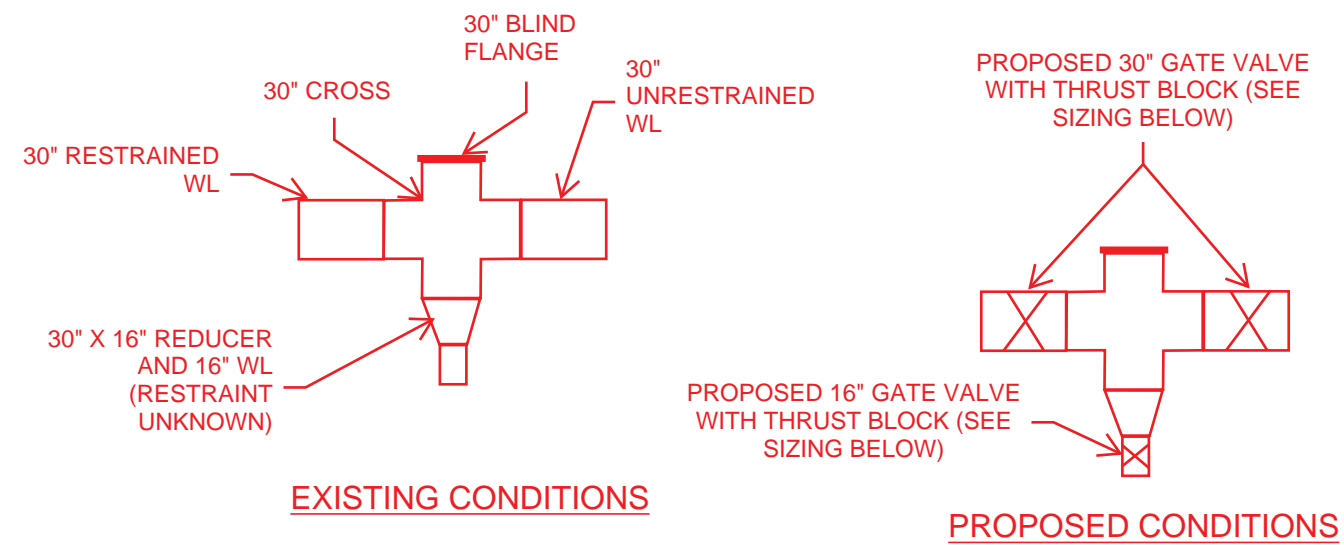
A handwritten signature in black ink, appearing to read "Greg Blackburn", written over a horizontal line.



K•FRIESE
+ ASSOCIATES
A LOCHNER COMPANY

1120 S. Capital of Texas Highway
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P 512.338.1704 | kfriese.com
TBPE Firm No. 6535

SAM BASS ROAD WATERLINE - THRUST BLOCK CALCULATIONS
NOT TO SCALE



CALCULATIONS

$$A_b = \frac{S_f \cdot T}{S_b} \quad \text{WHERE: } T = PA$$

$$A_b = \frac{S_f \cdot P \cdot A}{S_b}$$

LEGEND:
 A_b = THRUST BLOCK AREA
 S_f = FACTOR OF SAFETY
 S_b = SOIL BEARING CAPACITY
 T = THRUST FORCE
 P = OPERATING PRESSURE
 A = PIPE CROSS-SECTIONAL AREA

CONSTANTS:
 S_f = 1.5
 S_b = 4,000 lbs/ft² FOR CRUSHED LIMESTONE
 P = 100 PSI

30" GATE VALVE:

$$A_b = \frac{(1.5)(100)(3.14 / 4)(30^2)}{4000}$$

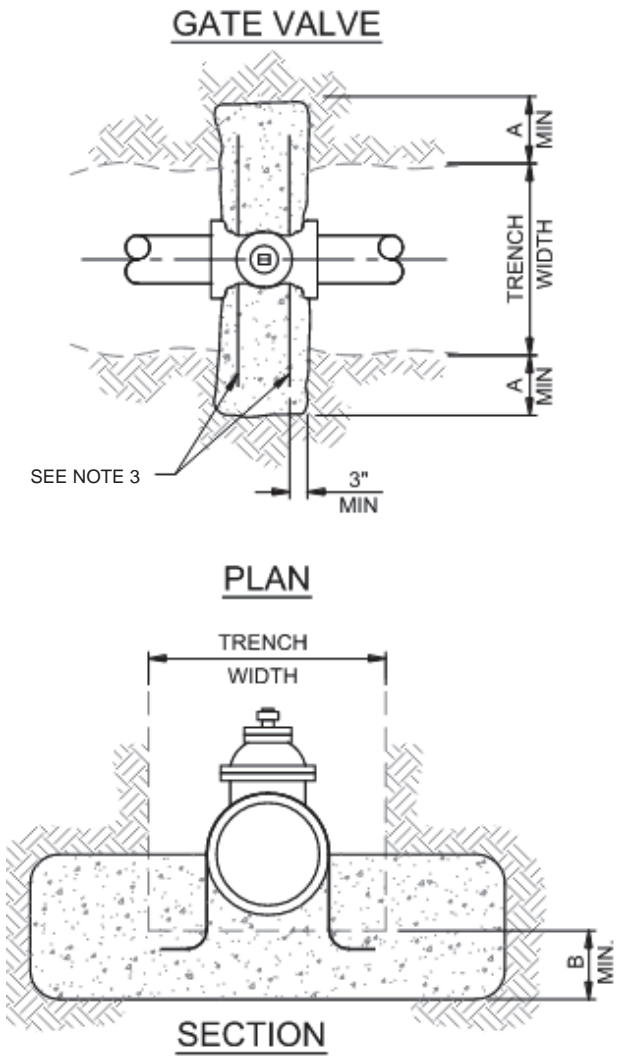
$A_b = 26.5 \text{ ft}^2$

16" GATE VALVE:

$$A_b = \frac{(1.5)(100)(3.14 / 4)(16^2)}{4000}$$

$A_b = 7.5 \text{ ft}^2$

**SAM BASS ROAD WATERLINE
GATE VALVE THRUST BLOCK DETAIL**
NOT TO SCALE



THRUST BLOCK AT GATE VALVES		
SIZE (IN)	A (IN)	B (IN)
16	12	18
30	18	24

- NOTES:**
- 1. CONCRETE TO BE CLASS B CONFORMING TO SPECIFICATIONS.
 - 2. THRUST BLOCK TO HAVE #4 REBAR @ 12" OC, EACH WAY, TOP AND BOTTOM.
 - 3. USE #4 REBAR FOR STIRRUPS ON BOTH SIDES OF VALVE. STIRRUPS TIE INTO REBAR MAT.
 - 4. MINIMUM 26.5 SQ FT BEARING AREA FOR 30" GATE VALVE THRUST BLOCK.
 - 5. MINIMUM 7.5 SQ FT BEARING AREA FOR 16" GATE VALVE THRUST BLOCK.

Commissioners Court - Regular Session**73.****Meeting Date:** 02/25/2025

22IFB39 CR 111 Westinghouse Road - Change Order #14 (Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 14 in the amount of (\$1,307,037.44) for Project 22IFB39 CR 111 Westinghouse Road (Capital Excavation) P: 292 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order adds several items for drainage improvements due to unforeseen field conditions. This Change Order also adds an item for overhead costs due to utility relocation delays, causing inefficiencies in the progression of the project. Please see the attached Change Order for additional details. This Change Order results in a decrease of \$1,307,037.44 to the Contract amount, for an adjusted Contract total of \$21,257,523.58. The original Contract amount was \$21,024,332.88. As a result of this and previous Change Orders, \$233,190.70 has been added to the Contract, resulting in a 1.11% increase in the Contract cost. As a result of this Change Order, eighty (80) days will be added to the Contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

22IFB39 CR111 CO#14

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:04 PM

Started On: 02/08/2025 06:17 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

Contractor: Capital Excavation NTP Required: ☐ Yes ☒ No

Project Name: CR 111 Westinghouse Road

Change Order Work Limits: Sta. 10+64.50 to Sta. 208+50.00

Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Contract Award Date:	<u>1/11/2022</u>
Project Number:	<u>22IFB39</u>
Funding Source:	<u>P292</u>
Roadway:	<u>CR 111 Westinghouse</u>
CSJ Number:	<u>N/A</u>

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.
6C. Untimely ROW/Utilities. Utilities not clear. This Change Order also adds an item for overhead delays due to utilities causing inefficiencies in the progression of the project.

Work to be performed in accordance with Items: N/A

New or revised plan sheet(s) are attached and numbered: N/A

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).

<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>	The following information must be provided
THE CONTRACTOR Date <u>2.3.25</u>	Time Ext. #: <u>1</u> Days added on this CO: <u>80</u>
By <u>[Signature]</u>	Amount added by this change order: <u>(\$1,307,037.44)</u>
Typed/Printed Name <u>[Signature]</u>	Original Contract Amount: <u>\$21,024,332.88</u>
Typed/Printed Title <u>[Signature]</u>	Total Change Orders To-Date: <u>\$233,190.70</u>
	Percent Change in Original Contract: <u>1.11%</u>

RECOMMENDED FOR EXECUTION:

[Signature] 2/3/2025
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

[Signature] 2/7/2025
Department of Infrastructure Date
Williamson County

Christen Eschberger 2/4/2025
Program Manager Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

Project # 22IFB39

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
106-6002	OBLITERATING ABANDONED ROADWAY	SY	\$0.80	49,074.00	\$39,259.20	0.05	49,074.05	\$39,259.24	\$0.04
110-6001	EXCAVATION (ROADWAY)	CY	\$9.00	121,714.00	\$1,095,426.00	4,580.78	126,294.78	\$1,136,653.02	\$41,227.02
132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	\$10.25	52,568.75	\$538,829.69	1,581.03	54,149.78	\$555,035.25	\$16,205.56
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	\$3.07	177,320.00	\$544,372.40	4,252.38	181,572.38	\$557,427.21	\$13,054.81
161-WC001	EROSION CONTROL COMPOST (3")	SY	\$3.00	74,400.00	\$223,200.00	(74,400.00)	0.00	\$0.00	(\$223,200.00)
162-WC103	MULCH TOPDRESSING (5")	SY	\$5.00	37,133.00	\$185,665.00	(37,133.00)	0.00	\$0.00	(\$185,665.00)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	\$0.18	74,271.00	\$13,368.78	811.20	75,082.20	\$13,514.80	\$146.02
164-WC07	SEEDING FOR EROSION CONTROL (TY 7)	SY	\$1.15	37,267.00	\$42,857.05	(16,474.00)	20,793.00	\$23,911.95	(\$18,945.10)
164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 11)	SY	\$0.18	222,801.00	\$40,104.18	76,782.47	299,583.47	\$53,925.02	\$13,820.84
166-6001	FERTILIZER (CR 110)	AC	\$3,820.00	7.70	\$29,414.00	(2.052)	5.65	\$21,575.36	(\$7,838.64)
166-6002	FERTILIZER (CR 111)	TON	\$15,200.00	9.28	\$141,056.00	2.77	12.05	\$183,160.00	\$42,104.00
168-WC01	VEGETATIVE WATERING	MG	\$29.85	4,829.00	\$144,145.65	(2,640.00)	2,189.00	\$65,341.65	(\$78,804.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$1.45	40,000.00	\$58,000.00	125,266.82	165,266.82	\$239,636.89	\$181,636.89
169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	SY	\$7.80	5,430.00	\$42,354.00	(3,098.00)	2,332.00	\$18,189.60	(\$24,164.40)
247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	\$41.00	45,515.00	\$1,866,115.00	366.73	45,881.73	\$1,881,150.93	\$15,035.93
260-6002	LIME (HYDRATED LIME (SLURRY))	TON	\$148.00	2,407.00	\$356,236.00	(2,407.00)	0.00	\$0.00	(\$356,236.00)
260-6027	LIME TRT (EXST MATL) (8")	SY	\$2.90	18,433.00	\$53,455.70	(18,433.00)	0.00	\$0.00	(\$53,455.70)
260-6073	LIME TRT (SUBGRADE)(8")	SY	\$2.90	115,225.00	\$334,152.50	(115,225.00)	0.00	\$0.00	(\$334,152.50)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$3.90	19,945.80	\$77,788.62	(2,517.80)	17,428.00	\$67,969.20	(\$9,819.42)
310-6005	PRIME COAT (AE-P)	GAL	\$3.90	2,842.00	\$11,083.80	(367.00)	2,475.00	\$9,652.50	(\$1,431.30)
	TOTALS				\$5,836,883.57			\$4,866,402.62	(\$970,480.95)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

Project # 22IFB39

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316-6005	ASPH (TIER II)	GAL	\$4.55	6,472.00	\$29,447.60	(6,472.00)	0.00	\$0.00	(\$29,447.60)
316-6193	AGGR (TY - D GR - 5 SAC - B)	CY	\$151.00	688.70	\$103,993.70	377.22	1,065.92	\$160,953.92	\$56,960.22
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	\$4.55	24,184.00	\$110,037.20	4,911.00	29,095.00	\$132,382.25	\$22,345.05
351-6004	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8")	SY	\$62.50	500.00	\$31,250.00	(380.00)	120.00	\$7,500.00	(\$23,750.00)
354-6041	PLAN ASPH CONC PAV (1.5")	SY	\$2.85	2,273.00	\$6,478.05	(1,806.00)	467.00	\$1,330.95	(\$5,147.10)
354-6044	PLANE ASPH CONC PAV (7")	SY	\$15.60	386.00	\$6,021.60	66.00	452.00	\$7,051.20	\$1,029.60
432-6002	RIPRAP (CONC)(5 IN)	CY	\$540.00	891.00	\$481,140.00	(265.30)	625.70	\$337,878.00	(\$143,262.00)
432-6003	RIPRAP (CONC)(6 IN W/ 6 X 6 X #6 WELDED WIRE)	CY	\$560.00	558.00	\$312,480.00	(243.00)	315.00	\$176,400.00	(\$136,080.00)
432-6031	RIPRAP (STONE PROTECTION) (12 IN)	CY	\$143.00	2,116.00	\$302,588.00	162.16	2,278.16	\$325,776.88	\$23,188.88
432-6045	RIPRAP (MOW STRIP) (4 IN)	CY	\$690.00	58.00	\$40,020.00	(15.20)	42.80	\$29,532.00	(\$10,488.00)
460-6002	CMP (GAL STL 18 IN)	LF	\$105.00	367.00	\$38,535.00	2.00	369.00	\$38,745.00	\$210.00
460-6003	CMP (GAL STL 24 IN)	LF	\$115.00	673.00	\$77,395.00	(141.00)	532.00	\$61,180.00	(\$16,215.00)
464-6003	RC PIPE (CL III) (18 IN)	LF	\$80.00	4,453.00	\$356,240.00	389.50	4,842.50	\$387,400.00	\$31,160.00
464-6005	RC PIPE (CL III) (24 IN)	LF	\$100.00	2,332.00	\$233,200.00	650.00	2,982.00	\$298,200.00	\$65,000.00
464-6007	RC PIPE (CL III)(30 IN)	LF	\$135.00	3,033.00	\$409,455.00	(119.00)	2,914.00	\$393,390.00	(\$16,065.00)
464-6008	RC PIPE (CL III)(36 IN)	LF	\$155.00	1,439.00	\$223,045.00	200.00	1,639.00	\$254,045.00	\$31,000.00
464-6009	RC PIPE (CL III)(42 IN)	LF	\$183.00	174.00	\$31,842.00	174.00	348.00	\$63,684.00	\$31,842.00
465-6006	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	\$4,690.00	2.00	\$9,380.00	1.00	3.00	\$14,070.00	\$4,690.00
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EA	\$2,190.00	3.00	\$6,570.00	(1.00)	2.00	\$4,380.00	(\$2,190.00)
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	\$1,750.00	1.00	\$1,750.00	1.00	2.00	\$3,500.00	\$1,750.00
467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	\$1,980.00	41.00	\$81,180.00	14.00	55.00	\$108,900.00	\$27,720.00
467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	EA	\$2,170.00	41.00	\$88,970.00	1.00	42.00	\$91,140.00	\$2,170.00
496-6016	REMOV STR (PIPE)	EA	\$310.00	17.00	\$5,270.00	10.00	27.00	\$8,370.00	\$3,100.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$2,110.00	22.00	\$46,420.00	3.25	25.25	\$53,277.50	\$6,857.50
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	\$30.75	610.00	\$18,757.50	(575.00)	35.00	\$1,076.25	(\$17,681.25)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$30.75	1,040.00	\$31,980.00	(153.00)	887.00	\$27,275.25	(\$4,704.75)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$17.45	1,040.00	\$18,148.00	(118.00)	922.00	\$16,088.90	(\$2,059.10)
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	\$15.40	240.00	\$3,696.00	1,284.28	1,524.28	\$23,473.91	\$19,777.91
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$11.30	240.00	\$2,712.00	1,284.28	1,524.28	\$17,224.36	\$14,512.36
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$4.10	195.00	\$799.50	19,270.00	19,465.00	\$79,806.50	\$79,007.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$1.05	195.00	\$204.75	19,270.00	19,465.00	\$20,438.25	\$20,233.50
506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	\$3.60	23,660.00	\$85,176.00	(23,660.00)	0.00	\$0.00	(\$85,176.00)
The "Totals" from Table B of the previous work sheet:					\$5,836,883.57			\$4,866,402.62	(\$970,480.95)
TOTALS					\$9,031,065.47			\$8,010,872.74	(\$1,020,192.73)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

Project # 22IFB39

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
506-6041	BIODEGRADABLE EROSION CONTROL LOGS (INSTALL) (12")	LF	\$4.10	3,350.00	\$13,735.00	(2,986.00)	364.00	\$1,492.40	(\$12,242.60)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	\$1.05	23,660.00	\$24,843.00	(23,296.00)	364.00	\$382.20	(\$24,460.80)
508-6001	CONSTRUCTION DETOURS	SY	\$50.30	3,775.00	\$189,882.50	2,193.90	5,968.90	\$300,235.67	\$110,353.17
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	\$17.50	1,240.00	\$21,700.00	(1,040.00)	200.00	\$3,500.00	(\$18,200.00)
512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	\$17.50	120.00	\$2,100.00	(80.00)	40.00	\$700.00	(\$1,400.00)
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	\$17.50	1,240.00	\$21,700.00	(1,040.00)	200.00	\$3,500.00	(\$18,200.00)
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	\$17.50	120.00	\$2,100.00	(80.00)	40.00	\$700.00	(\$1,400.00)
529-6038	CONC CURB (RIBBON)	LF	\$20.40	616.00	\$12,566.40	(16.00)	600.00	\$12,240.00	(\$326.40)
530-6004	DRIVEWAYS (CONC)	SY	\$137.00	1,147.00	\$157,139.00	(27.91)	1,119.09	\$153,315.33	(\$3,823.67)
530-6005	DRIVEWAYS (ACP)	SY	\$50.00	5,568.00	\$278,400.00	2,271.28	7,839.28	\$391,964.00	\$113,564.00
531-6001	CONC SIDEWALKS (4")	SY	\$85.40	403.00	\$34,416.20	256.33	659.33	\$56,306.78	\$21,890.58
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$29.25	675.00	\$19,743.75	(225.00)	450.00	\$13,162.50	(\$6,581.25)
560-6007	MAILBOX INSTALL - S (WC-POST) TY 3 FND	EA	\$200.00	8.00	\$1,600.00	(8.00)	0.00	\$0.00	(\$1,600.00)
628-6001	RELOCATE ELECTRICAL SERVICES	EA	\$700.00	1.00	\$700.00	(1.00)	0.00	\$0.00	(\$700.00)
644-6061	INS SM RD SN SUP&AM TY TWT(1) WS(T)	EA	\$460.00	61.00	\$28,060.00	4.00	65.00	\$29,900.00	\$1,840.00
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	\$0.35	33,412.00	\$11,694.20	30,483.00	63,895.00	\$22,363.25	\$10,669.05
662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	\$0.70	3,389.00	\$2,372.30	3,724.00	7,113.00	\$4,979.10	\$2,606.80
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	\$4.75	333.00	\$1,581.75	82.00	415.00	\$1,971.25	\$389.50
662-6032	WK ZN PAV MRK NON-REMOV (Y) 4" (BRK)	LF	\$0.35	2,010.00	\$703.50	4,979.00	6,989.00	\$2,446.15	\$1,742.65
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	\$0.34	53,873.00	\$18,316.82	71,514.00	125,387.00	\$42,631.58	\$24,314.76
662-6041	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	LF	\$4.60	1,831.00	\$8,422.60	(1,831.00)	0.00	\$0.00	(\$8,422.60)
666-6008	REFL PAV MRK TY I (W) 4" (LNDP) (090 MIL)	LF	\$0.55	252.00	\$138.60	(192.00)	60.00	\$33.00	(\$105.60)
666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	\$1.00	5,347.00	\$5,347.00	527.00	5,874.00	\$5,874.00	\$527.00
666-6041	REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	EA	\$2.75	370.00	\$1,017.50	304.00	674.00	\$1,853.50	\$836.00
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	\$5.40	638.00	\$3,445.20	(252.00)	386.00	\$2,084.40	(\$1,360.80)
666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	\$115.00	37.00	\$4,255.00	1.00	38.00	\$4,370.00	\$115.00
666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	\$162.00	19.00	\$3,078.00	3.00	22.00	\$3,564.00	\$486.00
666-6122	REFL PAV MRK TY II (Y) 4" (DOT) (090 MIL)	LF	\$0.50	6,900.00	\$3,450.00	(6,840.00)	60.00	\$30.00	(\$3,420.00)
666-6146	REFL PAV MRK TY I (Y) 24"(SLD)(090MIL)	LF	\$5.40	1,359.00	\$7,338.60	388.00	1,747.00	\$9,433.80	\$2,095.20
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.30	3,450.00	\$1,035.00	2,028.00	5,478.00	\$1,643.40	\$608.40
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.30	6,900.00	\$2,070.00	5,921.00	12,821.00	\$3,846.30	\$1,776.30
666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	\$0.50	23,127.00	\$11,563.50	3,614.00	26,741.00	\$13,370.50	\$1,807.00
The "Totals" from Table B of the previous work sheet:					\$9,031,065.47			\$8,010,872.74	(\$1,020,192.73)
TOTALS					\$9,925,580.89			\$9,098,765.85	(\$826,815.04)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 14

Project # 22IFB39

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
666-6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	LF	\$0.50	2,747.00	\$1,373.50	903.00	3,650.00	\$1,825.00	\$451.50
666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	LF	\$0.50	47,414.00	\$23,707.00	7,354.00	54,768.00	\$27,384.00	\$3,677.00
672-6007	REFL PAV MRKR TY I-C	EA	\$4.70	146.00	\$686.20	4.00	150.00	\$705.00	\$18.80
672-6009	REFL PAV MRKR TY II-A-A	EA	\$4.70	623.00	\$2,928.10	1,103.00	1,726.00	\$8,112.20	\$5,184.10
672-6010	REFL PAV MRKR TY II-C-R	EA	\$4.70	116.00	\$545.20	116.00	232.00	\$1,090.40	\$545.20
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$1.20	545.00	\$654.00	9,379.00	9,924.00	\$11,908.80	\$11,254.80
677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	\$2.40	150.00	\$360.00	1,646.50	1,796.50	\$4,311.60	\$3,951.60
677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	\$87.20	1.00	\$87.20	1.00	2.00	\$174.40	\$87.20
690-6057	REMOVAL OF PEDESTRIAN RAMPS	EA	\$700.00	4.00	\$2,800.00	1.00	5.00	\$3,500.00	\$700.00
730-6003	SPOT MOWING	AC	\$810.00	15.30	\$12,393.00	(11.744)	3.56	\$2,880.36	(\$9,512.64)
3076-6001	D-GR HMA TY-B PG64-22	TON	\$82.00	28,711.28	\$2,354,324.96	(2,540.95)	26,170.33	\$2,145,967.06	(\$208,357.90)
3076-6025	D - GR HMA TY - C SAC - B PG70 - 22	TON	\$105.00	1,680.00	\$176,400.00	(1,680.00)	0.00	\$0.00	(\$176,400.00)
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	\$105.00	12,049.00	\$1,265,145.00	1,756.99	13,805.99	\$1,449,628.95	\$184,483.95
3076-6066	TACK COAT	GAL	\$2.85	8,156.00	\$23,244.60	1,131.00	9,287.00	\$26,467.95	\$3,223.35
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	\$78.20	300.00	\$23,460.00	(36.50)	263.50	\$20,605.70	(\$2,854.30)
6120-6001	DEAD END ROAD BARRICADE	LF	\$32.80	112.00	\$3,673.60	(32.00)	80.00	\$2,624.00	(\$1,049.60)
J105-01	24" C-151, PC200 D.I. PIPE, POLYETHYLENE TUBE PROTECTION, AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$335.00	2,608.00	\$873,680.00	(341.00)	2,267.00	\$759,445.00	(\$114,235.00)
J105-03	16" C-905, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$185.00	1,397.00	\$258,445.00	(178.00)	1,219.00	\$225,515.00	(\$32,930.00)
J105-04	16" C-905, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$201.00	357.00	\$71,757.00	(71.00)	286.00	\$57,486.00	(\$14,271.00)
J105-07	6" C-900, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$101.00	93.00	\$9,393.00	(88.00)	5.00	\$505.00	(\$8,888.00)
J105-09	4" C-900, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$140.00	168.00	\$23,520.00	(10.00)	158.00	\$22,120.00	(\$1,400.00)
J105-10	2" HDPE SDR 9 AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$54.90	29.00	\$1,592.10	(1.00)	28.00	\$1,537.20	(\$54.90)
J105-11	1" HDPE SDR 9 AND FITTINGS; W / TRACER WIRE; INSTALLED	LF	\$53.40	37.00	\$1,975.80	(11.00)	26.00	\$1,388.40	(\$587.40)
J105-15	24" STEEL ENC. PIPE, OPEN CUT; W/16" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	LF	\$370.00	365.00	\$135,050.00	(20.00)	345.00	\$127,650.00	(\$7,400.00)
J105-18	12" STEEL ENC. PIPE,BORED; W/6" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	LF	\$430.00	67.00	\$28,810.00	(67.00)	0.00	\$0.00	(\$28,810.00)
J105-19	12" STEEL ENC. PIPE, OPEN CUT; W / 6" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	LF	\$157.00	193.00	\$30,301.00	67.00	260.00	\$40,820.00	\$10,519.00
J105-20	8" STEEL ENC. PIPE; W / 4" RESTRAINED JOINT C900 DR18 PVC PIPE, BORED; INSTALLED	EA	\$330.00	201.00	\$66,330.00	(65.00)	136.00	\$44,880.00	(\$21,450.00)
J105-21	8" STEEL ENC. PIPE; W / 4" RESTRAINED JOINT C900 DR18 PVC PIPE, OPEN CUT; INSTALLED	EA	\$195.00	101.00	\$19,695.00	65.00	166.00	\$32,370.00	\$12,675.00
J105-22	4" STEEL ENC. PIPE, BORED W / 1" HDPE SERVICE LINE; INSTALLED	EA	\$320.00	238.00	\$76,160.00	(123.00)	115.00	\$36,800.00	(\$39,360.00)
J105-23	4" STEEL ENC. PIPE, OPEN CUT W / 1" HDPE SERVICE LINE; INSTALLED	EA	\$80.70	385.00	\$31,069.50	(71.00)	314.00	\$25,339.80	(\$5,729.70)
J105-24	4" STEEL ENC. PIPE, BORED W / 2" HDPE SERVICE LINE; INSTALLED	EA	\$380.00	147.00	\$55,860.00	71.00	218.00	\$82,840.00	\$26,980.00
J105-25	4" STEEL ENC. PIPE, OPEN CUT W / 2" HDPE SERVICE LINE; INSTALLED	EA	\$94.80	128.00	\$12,134.40	59.00	187.00	\$17,727.60	\$5,593.20
J105-32	4" GATE VALVE, BOX, AND MARKER; INSTALLED	EA	\$1,530.00	9.00	\$13,770.00	(1.00)	8.00	\$12,240.00	(\$1,530.00)
J105-35	CONNECT NEW 16" TO EXISTING 16"; INSTALLED	EA	\$8,400.00	12.00	\$100,800.00	(2.00)	10.00	\$84,000.00	(\$16,800.00)
J105-39	INSTALL 12" X 4" TAPPING SLEEVE; INSTALLED	EA	\$10,000.00	2.00	\$20,000.00	(1.00)	1.00	\$10,000.00	(\$10,000.00)
J105-41	CONNECT NEW 4" TO EXISTING 2"; INSTALLED	EA	\$2,000.00	2.00	\$4,000.00	(1.00)	1.00	\$2,000.00	(\$2,000.00)
J105-46	RELOCATE AND RECONNECT WATER SERVICE; COMPLETE AND INSTALLED	EA	\$2,820.00	17.00	\$47,940.00	3.00	20.00	\$56,400.00	\$8,460.00
J105-52	COMPACTED HMAC REPLACEMENT; TO INCLUDE COMPACTED TRENCH BACKFILL PER APPLICABLE DETAIL; INSTALLED	SF	\$12.95	289.00	\$3,742.55	289.00	578.00	\$7,485.10	\$3,742.55
J105-54	HYDRO-MULCH SEEDING PROJECT; COMPLETE	LS	\$11,800.00	1.00	\$11,800.00	(0.45)	0.55	\$6,490.00	(\$5,310.00)
999-WC01	FORCE ACCOUNT	DOL	\$1.00	25,000.00	\$25,000.00	(25,000.00)	0.00	\$0.00	(\$25,000.00)
3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	102,204.00	\$102,204.00	(72,354.42)	29,849.58	\$29,849.58	(\$72,354.42)
3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	\$1.00	60,245.00	\$60,245.00	(30,083.15)	30,161.85	\$30,161.85	(\$30,083.15)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	27,800.00	\$27,800.00	(57,714.00)	-29,914.00	(\$29,914.00)	(\$57,714.00)
999-WC02	FORCE ACCOUNT (UNSUITABLE MATERIAL)	DOL	\$1.00	100,000.00	\$100,000.00	(57,840.79)	42,159.21	\$42,159.21	(\$57,840.79)
104-6022	REMOVE CURB & GUTTER	LF	\$7.00	1,336.50	\$9,355.50	302.00	1,638.50	\$11,469.50	\$2,114.00
104-6015	REMOVE SIDEWALK	SY	\$16.00	450.00	\$7,200.00	10.83	460.83	\$7,373.28	\$173.28
401-6001	FLOWABLE BACKFILL	CY	\$274.00	148.00	\$40,552.00	(105.47)	42.53	\$11,653.22	(\$28,898.78)
432-6042	RIP RAP (CONC) (DISSIPATER)	CY	\$2,318.18	5.50	\$12,749.99	0.804	6.30	\$14,613.81	\$1,863.82
103-999	PLUG AND ABANDON WATER WELL	EA	\$6,039.80	4.00	\$24,159.20	(1.00)	3.00	\$18,119.40	(\$6,039.80)
J105-11A	1" PRIVATE SERVICE LINE	LF	\$38.60	370.00	\$14,282.00	8.00	378.00	\$14,590.80	\$308.80
104-6017	REMOVING CONC (DRIVEWAY)	SY	\$25.00	255.00	\$6,375.00	123.73	378.73	\$9,468.25	\$3,093.25
465-6162	INLET (COMPL) (PAZD) (FG) (5FTX5FT-4FTX4FT)	EA	\$8,000.00	0.00	\$0.00	1.00	1.00	\$8,000.00	\$8,000.00
999-WC09	MAPLE DRAINAGE	LS	\$1,941.26	0.00	\$0.00	1.00	1.00	\$1,941.26	\$1,941.26
999-WC10	SILT REMOVAL	LS	\$3,299.72	0.00	\$0.00	1.00	1.00	\$3,299.72	\$3,299.72
999-WC11	REALIGN RCP AND INLETS	LS	\$2,284.74	0.00	\$0.00	1.00	1.00	\$2,284.74	\$2,284.74
999-WC12	EXTENDED OH DELAYS DUE TO UTILITIES	LS	\$191,329.66	0.00	\$0.00	1.00	1.00	\$191,329.66	\$191,329.66
999-WC13	ADDED FENCING	LS	\$3,183.20	0.00	\$0.00	1.00	1.00	\$3,183.20	\$3,183.20
999-WC14	PVC DRAIN UNDER SIDEWALK	LS	\$7,500.00	0.00	\$0.00	1.00	1.00	\$7,500.00	\$7,500.00
The "Totals" from Table B of the previous work sheet:					\$9,925,580.89			\$9,098,765.85	(\$826,815.04)
TOTALS					\$16,145,111.29			\$14,838,073.85	(\$1,307,037.44)

Williamson County Road Bond Program

CR 111 Westinghouse Rd Williamson County Project No. 22IFB39 Change Order No. 14

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order adds several items for drainage improvements due to unforeseen field conditions.

This Change Order also adds an item for overhead costs due to utility relocation delays, causing inefficiencies in the progression of the project.

The following is a list of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
465-6162	INLET (COMPL) (PAZD) (FG) (5FTX5FT-4FTX4FT)	1	EA
999-WC09	MAPLE DRAINAGE	1	LS
999-WC10	SILT REMOVAL	1	LS
999-WC11	REALIGN RCP AND INLETS	1	LS
999-WC12	EXTENDED OH DELAYS DUE TO UTILITIES	1	LS
999-WC13	ADDED FENCING	1	LS
999-WC14	PVC DRAIN UNDER SIDEWALK	1	LS

This Change Order results in a decrease of \$1,307,037.44 to the Contract amount, for an adjusted Contract total of \$21,257,523.58. The original Contract amount was \$21,024,332.88. As a result of this and previous Change Orders, \$233,190.70 has been added to the Contract, resulting in a 1.11% increase in the Contract cost. As a result of this Change Order, eighty (80) days will be added to the Contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name CR 111 Westinghouse

Solicitation #: 22IFB39

Date awarded 1/11/2022

Awarded Contract Amount \$21,024,332.88

Percentage Change

Change order #1	\$233,364.00	1.11%
Change order #2	\$7,553.84	0.04%
Change order #3	\$20,307.20	0.10%
Change order #4	\$454,267.40	2.16%
Change order #5	\$41,134.66	0.20%
Change order #6	\$24,159.20	0.11%
Change order #7	\$28,440.00	0.14%
Change order #8	\$276,200.00	1.31%
Change order #9	\$14,282.00	0.07%
Change order #10	\$39,507.50	0.19%
Change order #11	\$81,433.12	0.39%
Change order #12	\$303,603.61	1.44%
Change order #13	\$15,975.61	0.08%
Change order #14	<u>(\$1,307,037.44)</u>	-6.22%

Total changes to date \$233,190.70 1.11%

Adjusted contract amount \$21,257,523.58

(Running totals here)

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

Item 999-WC09



CHANGE ORDER REQUEST

Capital Excavation Company

PROJECT:	DESCRIPTION	QUANTITY	UNIT PRICE
----------	-------------	----------	------------

CR 111 Westinghouse Rd
FA Maple Drainage
1 LS
\$ 1,938.90 LS

DATE: 8/22/22 and 8/24/22

	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTALS</u>
LABOR					
Jorge (Gabe) Perez	3		HR	\$55.63	\$83.45 \$166.89
Juan Reyes	2		HR	\$23.00	\$34.50 \$46.00
Luis Bocanegra	2		HR	\$20.00	\$30.00 \$40.00
Mario Tovar	2.5		HR	\$23.00	\$34.50 \$57.50
Cirilo Mondragon	1.5		HR	\$23.00	\$34.50 \$34.50
Noberto Castillo	1		HR	\$27.00	\$40.50 \$27.00
				SUBTOTAL:	\$371.89
				Ins. & Taxes @ 30%	\$111.57
					\$483.46
				LABOR TOTAL	\$483.46
EQUIPMENT	Active			Rate	
3/4 TN Pickup	3		HR	\$18.97	\$56.91
CAT 320E	2.5		HR	\$127.16	\$317.90
CAT 938	1.5		HR	\$83.85	\$125.78
			HR		\$0.00
			HR		\$0.00
				SUBTOTAL:	\$500.59
				Mark Up @ 15%	\$75.09
				EQUIPMENT TOTAL	\$575.68
MATERIALS					
Class A Conc	3		CY	\$234.67	\$704.00
				SUBTOTAL:	\$704.00
				MATERIALS TOTAL	\$704.00
				TOTAL LESS BOND	\$1,028.00
				1%	\$10.28
					\$1,038.28
Days Requested:				BOND THIS CHANGE ORDER	

\$1,688.05

15% Mark-up \$253.21

Total: \$1,941.26

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

1030 Am
 12/20

County: Wilco Project: 22IFB39 CSJ: _____ Highway: CR 111
 Date: 8/22 Station: 47+50 to Station: 47+50

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
CAT 320 P	1.5			GAR PEREZ	2				
FT 938 END CAT	1.5			JUAN REYES	2				
				LUIS BUCANEIRA	2				
				MARIO TOBAD	1.5				
				LIRILO SVAR	1.5				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
Rock Bed		1 LF
8' 30" RLP @ 45°		8 FT

by X Capital Excavation Contractor CS Inspector
 Signature and Title Area Engineer

DAILY REPORT OF FORCE ACCOUNT WORK ON CHANGE ORDER NO. _____

County: _____ Project: 22IFB39 CSJ: _____ Highway: _____
 Date: 8/24/20 Station: 47+50 to Station: _____

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
CAT 320 EXCAVATOR	1			GAB PIREZ	1				
				MARIO TORRES	1				
				RUBEN CASTILLO	1				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
MARTIN MABASSETA		
327 CLASIA		

by CABRERA Contractor
 Signature and Title
 Inspector
 Area Engineer



SITework • HIGHWAY CONTRACTORS

P.O. BOX 1301 • AUSTIN, TEXAS 78767

(512) 440-1717 • FAX (512) 312-2050

November 4, 2022

To Whom It May Concern:

Following are the wages for the requested employee for Capital Excavation Company:

Jorge Perez-Lopez is a Foreman and makes \$55.63 per hour.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Laurie Gallimore
Payroll Accountant
Capital Excavation Company
(512)486-3872





P.O. Box 30013

Raleigh, NC 27622-0013

Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL

972-647-6700

Order Number 35196

SOLD TO:

CAPITAL EXCAVATION COMPANY

PO BOX 1301

AUSTIN TX 78767

SHIP TO:

HIGGS RD AND ROCKRIDE LN, GEORGETOWN

(URBANO)

PAYMENT TERMS: NET 30 DAYS- A/R

Ship Date	Project 109474		Customer PO	Cust. No.	Invoice Date		Invoice No.
08/24/2022	CR 111 AND CR 110 N WIDENING -		COUNTY RD 110	509229	08/25/2022		36586751
Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount	
54664	635-7721965	DAA22ILF-TXDOT CLASS A 1"	3.00	CY	113.00	339.00	
		MINIMUM LOAD	1.00	EA	320.00	320.00	
		SERVICE CHARGE	1.00	EA	10.00	10.00	
		FUEL SURCHARGE	1.00	EA	35.00	35.00	
		Total Tax					0.00
		TOTAL		3.00			
INVOICE TOTAL				\$704.00			

DETACH and Include this Return Portion with Payment



CUSTOMER: 509229 CAPITAL EXCAVATION C

INVOICE NUMBER: 36586751

PAYMENT DUE

\$704.00

REMIT TO:

MARTIN MARIETTA MATERIALS

P O Box 677061

Dallas TX 75267-7061

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.

For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Adjustments for WL64 in All Saved Models

July 27, 2022

Caterpillar 938M

4-Wd Articulated Wheel Loaders

Size Class:

175 - 199 HP

Weight:

N/A



Configuration for 938M

Operator Protection

ROPS/FOPS

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,195.00	USD \$2,295.00	USD \$575.00	USD \$86.00	USD \$37.31	USD \$83.87
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.95%)	(USD \$4.50)	(USD \$1.26)	(USD \$0.32)	(USD \$0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$8,190.50	USD \$2,293.74	USD \$574.68	USD \$85.95	USD \$37.31	USD \$83.85

Non-Active Use Rates

Hourly

Standby Rate

USD \$30.25

Idling Rate

USD \$64.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	USD \$3,687.75/mo
Overhaul (ownership)	35%	USD \$2,868.25/mo
CFC (ownership)	7%	USD \$573.65/mo
Indirect (ownership)	13%	USD \$1,065.35/mo
Fuel (operating) @ USD 5.70	48%	USD \$17.83/hr

Revised Date: 3rd quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for BRIAN SOILEAU
(estimating@capitalexavation.com)

Adjustments for TH54 in All Saved Models

July 27, 2022

Caterpillar 320

Crawler Mounted Hydraulic Excavators



Size Class:

21.1 - 24.0 MTons

Weight:

N/A

Configuration for 320

Bucket Capacity
Operating Weight

1.5 cu yd
49600.0 lbs

Horsepower
Power Mode

162.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,755.00	USD \$3,570.00	USD \$895.00	USD \$135.00	USD \$54.77	USD \$127.24
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 99.89%)	(USD \$14.28)	(USD \$4.00)	(USD \$1.00)	(USD \$0.15)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$12,740.72	USD \$3,566.00	USD \$894.00	USD \$134.85	USD \$54.77	USD \$127.16

Non-Active Use Rates

Standby Rate

Hourly

USD \$39.09

Idling Rate

USD \$90.11

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$4,846.90/mo
Overhaul (ownership)	46%	USD \$5,867.30/mo
CFC (ownership)	5%	USD \$637.75/mo
Indirect (ownership)	11%	USD \$1,403.05/mo
Fuel (operating) @ USD 5.70	32%	USD \$17.72/hr

Revised Date: 3rd quarter 2022

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(estimating@capitalexavation.com)

Adjustments for Chevy Truck 20 in All Saved Models

July 27, 2022

Miscellaneous 4X2 1/2 143 CONV GAS

On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
 Weight:
N/A



Configuration for 4X2 1/2 143 CONV GAS

Axle Configuration	4X2	Cab Type	Conventional
Horsepower	143.0	Power Mode	Gasoline
Ton Rating	1/2		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$535.00	USD \$150.00	USD \$38.00	USD \$6.00	USD \$15.95	USD \$18.99
Adjustments						
Region (Texas: 99.3%)	(USD \$3.74)	(USD \$1.05)	(USD \$0.27)	(USD \$0.04)		
Model Year (2020: 99.9%)	(USD \$0.53)	(USD \$0.15)	(USD \$0.04)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$530.72	USD \$148.80	USD \$37.70	USD \$5.95	USD \$15.95	USD \$18.97

Non-Active Use Rates

	Hourly
Standby Rate	USD \$2.32
Idling Rate	USD \$16.27

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	61%	USD \$326.35/mo
Overhaul (ownership)	23%	USD \$123.05/mo
CFC (ownership)	3%	USD \$16.05/mo
Indirect (ownership)	13%	USD \$69.55/mo
Fuel (operating) @ USD 4.88	83%	USD \$13.25/hr

Revised Date: 3rd quarter 2022

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The equipment represented in this report has been exclusively prepared for BRIAN SOILEAU
 (estimating@capitalexavation.com)

PROJECT:	CR 111 Westinghouse Rd
DESCRIPTION	FA Remove Silt from Channel
QUANTITY	1 LS
UNIT PRICE	\$ 3,299.72 LS

	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTALS</u>
LABOR					
Victor Rodriguez	5.5		HR	\$37.50	\$206.25
Brandon Guthrie	5.5		HR	\$20.00	\$110.00
				SUBTOTAL:	\$316.25
				Ins. & Taxes @ 30%	\$94.88
				Labor Mark Up @ 15%	\$61.67
				LABOR TOTAL	\$472.79
EQUIPMENT	Active			Rate	
3/4 TN Pickup	5.5		HR	\$24.23	\$133.27
CAT 320E	5.5		HR	\$123.08	\$676.94
CAT 950M	5.5		HR	\$94.47	\$519.59
				SUBTOTAL:	\$1,329.79
				Mark Up @ 15%	\$199.47
				EQUIPMENT TOTAL	\$1,529.26
SUBS					
End Dumps (4496 and 3503)	11		HR	\$100.00	\$1,100.00
				SUBTOTAL:	\$1,100.00
				Mark Up @ 15%	\$165.00
				SUBS TOTAL	\$1,265.00
				TOTAL LESS BOND	\$3,267.05
				1%	\$32.67
					\$3,299.72

Days Requested:

BOND

THIS CHANGE ORDER



SITework • HIGHWAY CONTRACTORS

P.O. BOX 1301 • AUSTIN, TEXAS 78767

(512) 440-1717 • FAX (512) 312-2050

January 9, 2023

To Whom It May Concern:

Following are the wages for the requested employee for Capital Excavation Company:

Victor Rodriguez is a Foreman and makes \$37.50 per hour.

If I can be of further assistance, please feel free to contact me.

Sincerely,

Laurie Gallimore
Payroll Accountant
Capital Excavation Company
(512)486-3872



Central Austin Transport, LLC

PO BOX 203281

Austin, TX 78720-3281

Invoice

Date	Invoice #
11/7/2022	98246

Bill To
Capital Excavation P.O. Box 1301 Austin, TX 78767

Ship To
CR111 & CR110 North Widening On Site

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		11/5/2022	End Dump		
Quantity	Item Code	Description			Price Each	Amount
5.5 11.5	On Site Hourly	Ticket # 2325, Truck # 4496			100.00	\$550 1,150.00
5.5 13	On Site Hourly	Ticket # 5232, Truck # 3503			100.00	\$550 1,300.00
12	On Site Hourly	Ticket # 2529, Truck # 4608			100.00	1,200.00
					Total	\$3,650.00 1100

WORKED REMOVE SIZ 2 CHANNEL

County: Williams Project: 221FB 39 CSJ: _____ Highway: _____
Date: 11/5/22 Station: 55+45 to Station: _____

STATEMENT OF EQUIPMENT AND LABOR							
EQUIPMENT				LABOR			
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Amount
					Reg.	O.T.	
ROMA 2 BELLY 4496	5.5			CAT 950 M EXCAVATOR	5.5	5.5	
BELLY 3503	5.5			EX VICTOR RODRIGUEZ	5.5		
CAT 950 M	5.5			BRANDON	5.5		
CAPITAL # 67 EXCAVATOR CAT 320 # 50	5.5			6VTH RIE	5.5		
Total				Total			

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity

CAPITAL EX
by [Signature] Contractor
Signature and Title

[Signature] Inspector
Area Engineer

www.equipmentwatch.com

All prices shown in US dollars (\$)

Adjustments for TH54 in All Saved Models

October 13, 2022

Caterpillar 320

Crawler Mounted Hydraulic Excavators

Size Class:

21.1 - 24.0 MTons

Weight:

N/A



Configuration for 320

Bucket Capacity
Operating Weight

1.5 cu yd
49600.0 lbs

Horsepower
Power Mode

162.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,510.00	USD \$3,505.00	USD \$875.00	USD \$130.00	USD \$52.08	USD \$123.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 99.89%)	(USD \$14.00)	(USD \$3.92)	(USD \$0.98)	(USD \$0.15)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$12,496.00	USD \$3,501.08	USD \$874.02	USD \$129.85	USD \$52.08	USD \$123.08

Non-Active Use Rates

Standby Rate

Hourly

USD \$38.34

Idling Rate

USD \$86.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$4,753.80/mo
Overhaul (ownership)	46%	USD \$5,754.60/mo
CFC (ownership)	5%	USD \$625.50/mo
Indirect (ownership)	11%	USD \$1,376.10/mo
Fuel (operating) @ USD 5.03	30%	USD \$15.64/hr

Revised Date: 4th quarter 2022

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All prices shown in US dollars (\$)

Adjustments for FOREMAN TRUCK in All Saved Models

October 13, 2022

Miscellaneous 4X2 1 234 CREW GAS

On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
 Weight:
4510 lbs

**Configuration for 4X2 1 234 CREW GAS**

Axle Configuration	4X2	Cab Type	Crew
Horsepower	234.0	Power Mode	Gasoline
Ton Rating	1.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$760.00	USD \$215.00	USD \$54.00	USD \$8.00	USD \$19.94	USD \$24.26
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2017: 99.29%)	(USD \$5.37)	(USD \$1.52)	(USD \$0.38)	(USD \$0.06)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$754.63	USD \$213.48	USD \$53.62	USD \$7.94	USD \$19.94	USD \$24.23

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.26
Idling Rate	USD \$20.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$456.00/mo
Overhaul (ownership)	24%	USD \$182.40/mo
CFC (ownership)	3%	USD \$22.80/mo
Indirect (ownership)	13%	USD \$98.80/mo
Fuel (operating) @ USD 3.69	82%	USD \$16.41/hr

Revised Date: 4th quarter 2022

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www.equipmentwatch.com

All prices shown in US dollars (\$)

Adjustments for WL69 in All Saved Models

October 13, 2022

Caterpillar 950M

4-Wd Articulated Wheel Loaders

Size Class:

225 - 249 HP

Weight:

N/A



Configuration for 950M

Bucket Capacity
Operator Protection

12.0 cu yd
ROPS/FOPS

Horsepower
Power Mode

230.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,205.00	USD \$2,580.00	USD \$645.00	USD \$97.00	USD \$42.17	USD \$94.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,205.00	USD \$2,580.00	USD \$645.00	USD \$97.00	USD \$42.17	USD \$94.47

Non-Active Use Rates

Standby Rate

Hourly

USD \$34.52

Idling Rate

USD \$72.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$4,234.30/mo
Overhaul (ownership)	34%	USD \$3,129.70/mo
CFC (ownership)	7%	USD \$644.35/mo
Indirect (ownership)	13%	USD \$1,196.65/mo
Fuel (operating) @ USD 5.03	48%	USD \$20.45/hr

Revised Date: 4th quarter 2022

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CHANGE ORDER REQUEST

Capital Excavation Company

PROJECT: CR 111 Westinghouse Rd
DESCRIPTION: FA Realign RCP and Inlets Gateway
QUANTITY: 1 LS
UNIT PRICE: \$ 2,284.74 LS

DATE: 11/8/22, 11/11/22, 11/16/22

	<u>Reg Hrs</u>	<u>OT Hrs</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTALS</u>
LABOR					
Juan Jimenez	5		HR	\$45.00	\$225.00
Jose Jimenez	4		HR	\$26.00	\$104.00
Joel Jimenez	5		HR	\$20.00	\$100.00
David Jimenez	4		HR	\$23.00	\$92.00
Sergio Ajpacaja	4		HR	\$17.00	\$68.00
Byron Carrillo	4		HR	\$23.00	\$92.00
Denilson Breve-Hernandez	1.5		HR	\$17.00	\$25.50
				SUBTOTAL:	\$706.50
				Ins. & Taxes @ 30%	\$211.95
				Labor Mark Up @ 15%	\$137.77
				LABOR TOTAL	\$1,056.22
EQUIPMENT	Active			Rate	
3/4 TN Pickup	4		HR	\$24.23	\$96.92
CAT 320E	4		HR	\$123.08	\$492.32
CAT 950M	1.5		HR	\$94.47	\$141.71
				SUBTOTAL:	\$730.95
				Mark Up @ 15%	\$109.64
				EQUIPMENT TOTAL	\$840.59
MATERIALS					
1" Bedding	4.5		CY	\$15.08	\$67.86
Concrete CL A	2		CY	\$129.33	\$258.66
				SUBTOTAL:	\$326.52
				Mark Up @ 15%	\$38.80
				MATERIALS TOTAL	\$365.32
				TOTAL LESS BOND	\$2,262.12
				1%	\$22.62
					\$2,284.74

Days Requested:

BOND
THIS CHANGE ORDER

Central Texas Stone & Agg
PO Box 3169
Pflugerville TX 78691

Item 999-WC11

INVOICE

INVOICE NO.	15344
INVOICE DATE	11/12/2022
PAGE NO.	1

S O L D T O	Capital Excavation
	PO Box 1301
	Austin TX 78767

S H I P T O	Capital Excavation
	PO Box 1301
	Austin TX 78767

CUSTOMER NO.	LOC	SM	CUSTOMER P.O. NO.	TERMS	SHIP VIA	F.O.B.
2566		0	1024-5850			

TICKET DATE	TICKET NUMBER	ORDER NUMBER	PART NUMBER	DESCRIPTION	ZONE	ITEM CLASS	QUANTITY	UNIT	PRICE	AMOUNT
11/09/22	504024	338006	014	1" ROCK		0	22.53	TN	12.500	281.63

1.2 TN/CY
4.5 CY = 5.43 TN *12.50 = \$67.88



Page 1 of 1

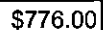
972-647-6700

Order Number 75043

AUSTIN TX 78767

ROCKRIDE & HIGGS RD, GEORGETOWN (URBANO)

Ship Date	Project 109474	Customer PO	Cust. No.	Invoice Date	Invoice No.	
11/16/2022	CR 111 AND CR 110 N WIDENING -	CR110	509229	11/17/2022	37473159	
Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
54664	635-7858470	DAA22IL-TXDOT CLASS A 1"	6.00	CY	121.00	726.00
		SERVICE CHARGE	1.00	EA	10.00	10.00
		FUEL SURCHARGE	1.00	EA	40.00	40.00
		Total Tax				0.00
		\$129.33/CY 2 CY = \$258.66				
		TOTAL	6.00			
			INVOICE TOTAL		\$776.00	

DETACH and Include this Return Portion with Payment

Dallas TX 75267-7061

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

REALIGN REP INLETS

Item 999-WC11

County: Williams Project: 221FB39 CSJ: _____ Highway: CR111
Date: 11/8/22 Station: 86+44 87+70 to Station: _____
11/11/22

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
EXCAT 320 E	4			JUAN	4				
CE # 52 th				JIMENEZ					
950K CAT	1.5			JOSE	4				
PS LINDER 4 #55				JIMENEZ					
				JOEL	4				
				JIMENEZ					
				DAVID	4				
				JIMENEZ					
				SERGIO	4				
				ASPAZATA					
				BYRON	4				
				CARRILLO					
				DENE	1.5				
				BREVE					
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE			
Description	Unit	Quantity	
2.5 11/8/22 830 - 11AN 2.5			
11/11/22 7 - 830 1.5			
LY 4.5 Aggregate 1 inch			

by [Signature] Contractor
foreman
Signature and Title

[Signature] Inspector
Area Engineer

County: Williamson Project: 227 FB 39 CSJ: _____ Highway: SR 111
Date: 11/16/22 Station: 86+44 & 87+70 to Station: _____

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
				JOHN JIMENEZ	1				
				JOHN JIMENEZ	1				
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
2 yds CONCRETE CRACK	2 yd	
MARTIN M		

by X LARSON Contractor
X J J Signature and Title
[Signature] Inspector
Area Engineer

www.equipmentwatch.com

All prices shown in US dollars (\$)

Adjustments for TH54 in All Saved Models

October 13, 2022

Caterpillar 320

Crawler Mounted Hydraulic Excavators



Size Class:

21.1 - 24.0 MTons

Weight:

N/A**Configuration for 320**Bucket Capacity
Operating Weight**1.5 cu yd**
49600.0 lbsHorsepower
Power Mode**162.0 hp**
Diesel**Blue Book Rates**

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,510.00	USD \$3,505.00	USD \$875.00	USD \$130.00	USD \$52.08	USD \$123.16
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 99.89%)	(USD \$14.00)	(USD \$3.92)	(USD \$0.98)	(USD \$0.15)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$12,496.00	USD \$3,501.08	USD \$874.02	USD \$129.85	USD \$52.08	USD \$123.08

Non-Active Use Rates

Hourly

Standby Rate

USD \$38.34

Idling Rate

USD \$86.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD \$4,753.80/mo
Overhaul (ownership)	46%	USD \$5,754.60/mo
CFC (ownership)	5%	USD \$625.50/mo
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Adjustments for FOREMAN TRUCK in All Saved Models

October 13, 2022

Miscellaneous 4X2 1 234 CREW GAS

On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
4510 lbs



Configuration for 4X2 1 234 CREW GAS

Axle Configuration	4X2	Cab Type	Crew
Horsepower	234.0	Power Mode	Gasoline
Ton Rating	1.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
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Adjustments						
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Model Year (2017: 99.29%)	(USD \$5.37)	(USD \$1.52)	(USD \$0.38)	(USD \$0.06)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$754.63	USD \$213.48	USD \$53.62	USD \$7.94	USD \$19.94	USD \$24.23

Non-Active Use Rates

	Hourly
Standby Rate	USD \$3.26
Idling Rate	USD \$20.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$456.00/mo
Overhaul (ownership)	24%	USD \$182.40/mo
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www.equipmentwatch.com

All prices shown in US dollars (\$)

Adjustments for WL69 in All Saved Models

October 13, 2022

Caterpillar 950M

4-Wd Articulated Wheel Loaders

Size Class:

225 - 249 HP

Weight:

N/A



Configuration for 950M

Bucket Capacity
Operator Protection

12.0 cu yd
ROPS/FOPS

Horsepower
Power Mode

230.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$9,205.00	USD \$2,580.00	USD \$645.00	USD \$97.00	USD \$42.17	USD \$94.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,205.00	USD \$2,580.00	USD \$645.00	USD \$97.00	USD \$42.17	USD \$94.47

Non-Active Use Rates

Standby Rate

Hourly

USD \$34.52

Idling Rate

USD \$72.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$4,234.30/mo
Overhaul (ownership)	34%	USD \$3,129.70/mo
CFC (ownership)	7%	USD \$644.35/mo
Indirect (ownership)	13%	USD \$1,196.65/mo
Fuel (operating) @ USD 5.03	48%	USD \$20.45/hr

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PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 25

Date: 9/1/2023

QuoteTo:

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: Cast in Place Area Zone Drain

Item	Description	Quantity	Unit	Unit Price	Amount
465-6162	Area Zone Drain - Cast In Place	1.00	EA	8,000.00	8,000.00

GRAND TOTAL	8,000.00
-------------	----------

Scope: Cast in place area zone drain in lieu of the SET at the driveway near Culvert 11B and minor grading around the inlet

Capital Excavation Requests an additional : TIA day(s)

This price is in line with TxDOT bid average.



PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 26

Date: 10/10/2023

QuoteTo:

Project: CR 111 / 110 (1024)

Capital Project #: 1024

Description: Added Fence

Item	Description	Quantity	Unit	Unit Price	Amount
	Remove Existing Fence	233.00	LF	4.60	1,071.80
	Relcoate Fence in Conflict With Headwall	153.00	LF	13.80	2,111.40

GRAND TOTAL	999-WC13 Added fencing	3,183.20
-------------	------------------------	----------

Scope: Removal of existing fencing. Relocation of fence in conflict with a headwall.

Capital Excavation Requests an additional : TIA day(s)

This price is reasonable and in line with our most current projects.



PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 30

Date: 4/3/2024

QuoteTo:

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: PVC Drain Under Sidewalk

Item	Description	Quantity	Unit	Unit Price	Amount
	PVC Drain Under Sidewalk	1.00	LS	0.000000 \$7,500.00	0.000000 \$7,500.00

GRAND TOTAL	0.000000 \$7,500.00
-------------	-----------------------------------

Scope: 4" PVC drain cored through the curb to alleviate puddling at low spot in the curb. Price includes removing and replacing a 5' section of sidewalk. The 4in PVC was tied into the existing 24" RCP underdrain.

Capital Excavation Requests an additional : day(s)

The price is reasonable and agreed on.

Commissioners Court - Regular Session**74.****Meeting Date:** 02/25/2025

22IFB138 CR 366 - Change Order #5 (Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of (\$318,499.67) for Project 22IFB138 CR 366 (James Construction Group) P: 296 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds several items to the project to address safety concerns that were identified during construction of the project. The final item being added to this Change Order is for overhead costs due to the untimely relocation of the utilities causing inefficiencies in the progression of the project. Please see the attached Changed Order for additional details. This Change Order results in a net decrease of \$318,499.67 to the Contract amount, for an adjusted Contract total of \$17,608,169.74. The original Contract amount was \$17,694,262.46. As a result of this and all Change Orders to-date, \$86,092.72 has been deducted from the Contract, resulting in an 0.49% net decrease in the Contract cost. Eighty-one (81) days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

22IFB138 CR366-CO#5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:06 PM

Started On: 02/08/2025 06:23 PM

CHANGE ORDER NUMBER: 5

Presiding Officer of the Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 22IFB138

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104 6017	REMOVING CONC (DRIVEWAYS)	SY	\$5.33	615.00	\$3,277.95	34.83	649.83	\$3,463.59	\$185.64
104 6021	REMOVING CONC (CURB)	LF	\$1.99	112.00	\$222.88	13.60	125.60	\$249.94	\$27.06
105 6094	REMOVING STAB BASE & ASPH PAV (12"-27")	SY	\$5.87	34,136.00	\$200,378.32	(804.62)	33,331.38	\$195,655.20	(\$4,723.12)
110 6001	EXCAVATION (ROADWAY)	CY	\$9.04	88,383.00	\$798,982.32	1,393.94	89,776.94	\$811,583.54	\$12,601.22
132 6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	\$11.10	29,339.00	\$325,662.90	1,282.70	30,621.70	\$339,900.87	\$14,237.97
132 6047	EMBANKMENT (FINAL)(ORD COMP)(TY C1)	CY	\$38.70	18,320.00	\$708,984.00	1,391.94	19,711.94	\$762,852.08	\$53,868.08
161 WC03	COMPOST MANUF TOPSOIL (4")	SY	\$1.00	28,443.00	\$28,443.00	(28,443.00)	0.00	\$0.00	(\$28,443.00)
164 WC04	BROADCAST SEED (TEMP) (COOL) (TY 4)	SY	\$0.75	71,109.00	\$53,331.75	(71,109.00)	0.00	\$0.00	(\$53,331.75)
164 WC10	BROADCAST SEED (TEMP & PERM) (WARM) (TY 10)	SY	\$0.80	213,326.00	\$170,660.80	(6,264.00)	207,062.00	\$165,649.60	(\$5,011.20)
168 WC01	VEGETATIVE WATERING	MG	\$25.00	4,616.00	\$115,400.00	(4,211.20)	404.80	\$10,120.00	(\$105,280.00)
169 6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	\$2.00	142,217.00	\$284,434.00	(4,149.00)	138,068.00	\$276,136.00	(\$8,298.00)
247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	\$48.52	16,655.00	\$808,100.60	896.00	17,551.00	\$851,574.52	\$43,473.92
247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	\$52.54	6,052.00	\$317,972.08	(305.12)	5,746.88	\$301,941.08	(\$16,031.00)
260 6001	LIME (HYDRATED LIME(DRY))	TON	\$25.00	1,206.00	\$30,150.00	(32.69)	1,173.31	\$29,332.75	(\$817.25)
260 6027	LIME TRT (EXST MATL)(8")	SY	\$0.10	67,005.00	\$6,700.50	(2,782.00)	64,223.00	\$6,422.30	(\$278.20)
310 6001	PRIME COAT (MULTI OPTION)	GAL	\$5.21	14,617.00	\$76,154.57	(1,529.00)	13,088.00	\$68,188.48	(\$7,966.09)
316 6191	AGGR (TY-D GR-4 SAC-B)	CY	\$130.37	610.00	\$79,525.70	31.11	641.11	\$83,581.51	\$4,055.81
316 6295	HFRS-2 (SPG 70-22)	GAL	\$4.12	27,682.00	\$114,049.84	(10,892.00)	16,790.00	\$69,174.80	(\$44,875.04)
351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	SY	\$57.36	943.00	\$54,090.48	(943.00)	0.00	\$0.00	(\$54,090.48)
360 6003	CONC PVMT (CONT REINF - CRCP) (9")	SY	\$103.82	13,937.00	\$1,446,939.34	(940.17)	12,996.83	\$1,349,330.89	(\$97,608.45)
	TOTALS				\$5,623,461.03			\$5,325,157.15	(\$298,303.88)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 22IFB138

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
420 6011	CL B CONC (FLUME)	CY	\$968.97	2.00	\$1,937.94	(2.00)	0.00	\$0.00	(\$1,937.94)
432 6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	\$127.06	959.40	\$121,901.36	492.64	1,452.04	\$184,496.20	\$62,594.84
432 6045	RIPRAP (MOW STRIP)(4 IN)	CY	\$605.81	49.00	\$29,684.69	8.00	57.00	\$34,531.17	\$4,846.48
464 6005	RC PIPE (CL III)(24 IN)	LF	\$82.30	249.00	\$20,492.70	24.00	273.00	\$22,467.90	\$1,975.20
464 6017	RC PIPE (CL IV)(18 IN)	LF	\$85.70	308.00	\$26,395.60	(30.50)	277.50	\$23,781.75	(\$2,613.85)
464 6025	RC PIPE (CL V)(18 IN)	LF	\$105.01	161.00	\$16,906.61	8.00	169.00	\$17,746.69	\$840.08
464 6034	RC PIPE (ARCH)(CL III)(DES 5)	LF	\$358.59	44.00	\$15,777.96	32.00	76.00	\$27,252.84	\$11,474.88
464 6081	RC PIPE (ARCH)(CL V)(DES 1)	LF	\$222.63	130.00	\$28,941.90	16.00	146.00	\$32,503.98	\$3,562.08
467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	\$1,457.33	34.00	\$49,549.22	(3.00)	31.00	\$45,177.23	(\$4,371.99)
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$4,916.26	18.00	\$88,492.68	2.00	20.00	\$98,325.20	\$9,832.52
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	\$37.50	796.00	\$29,850.00	(646.00)	150.00	\$5,625.00	(\$24,225.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	\$20.00	796.00	\$15,920.00	(646.00)	150.00	\$3,000.00	(\$12,920.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	\$3.00	4,949.00	\$14,847.00	(3,438.00)	1,511.00	\$4,533.00	(\$10,314.00)
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	\$0.50	4,949.00	\$2,474.50	(3,438.00)	1,511.00	\$755.50	(\$1,719.00)
506 6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	\$7.50	1,365.00	\$10,237.50	(1,365.00)	0.00	\$0.00	(\$10,237.50)
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	\$1.00	1,365.00	\$1,365.00	(1,365.00)	0.00	\$0.00	(\$1,365.00)
508 6001	CONSTRUCTING DETOURS	SY	\$74.99	1,151.00	\$86,313.49	(1,151.00)	0.00	\$0.00	(\$86,313.49)
512 6025	PORT CTB (MOVE)(SGL SLP)(TY 1)	LF	\$7.59	650.00	\$4,933.50	(20.00)	630.00	\$4,781.70	(\$151.80)
530 6016	DRIVEWAYS (BASE)	SY	\$30.74	1,582.00	\$48,630.68	419.00	2,001.00	\$61,510.74	\$12,880.06
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	\$35.05	637.50	\$22,344.38	105.00	742.50	\$26,024.63	\$3,680.25
542 6001	REMOVE METAL BEAM GUARD FENCE	LF	\$0.53	321.00	\$170.13	105.00	426.00	\$225.78	\$55.65
552 6001	WIRE FENCE (TY A)	LF	\$8.84	2,785.00	\$24,619.40	(1,555.00)	1,230.00	\$10,873.20	(\$13,746.20)
552 6005	GATE (TY 1)	EA	\$1,040.53	1.00	\$1,040.53	(1.00)	0.00	\$0.00	(\$1,040.53)
560 6025	RELOCATE EXISTING MAILBOX	EA	\$100.00	8.00	\$800.00	1.00	9.00	\$900.00	\$100.00
618 6046	CONDT (PVC) (SCH 80) (2")	LF	\$16.00	960.00	\$15,360.00	(446.00)	514.00	\$8,224.00	(\$7,136.00)
618 6053	CONDT (PVC) (SCH 80) (3")	LF	\$22.00	600.00	\$13,200.00	(40.00)	560.00	\$12,320.00	(\$880.00)
620 6007	ELEC CONDR (NO.8) BARE	LF	\$2.50	2,510.00	\$6,275.00	(318.00)	2,192.00	\$5,480.00	(\$795.00)
620 6008	ELEC CONDR (NO.8) INSULATED	LF	\$2.75	4,960.00	\$13,640.00	(1,690.00)	3,270.00	\$8,992.50	(\$4,647.50)
620 6009	ELEC CONDR (NO.6) BARE	LF	\$3.00	335.00	\$1,005.00	35.00	370.00	\$1,110.00	\$105.00
620 6010	ELEC CONDR (NO.6) INSULATED	LF	\$3.25	670.00	\$2,177.50	75.00	745.00	\$2,421.25	\$243.75
624 6010	GROUND BOX TY D (162922)W/APRON	EA	\$1,800.00	5.00	\$9,000.00	3.00	8.00	\$14,400.00	\$5,400.00
644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	\$576.89	47.00	\$27,113.83	(2.00)	45.00	\$25,960.05	(\$1,153.78)
The "Totals" from Table B of the previous work sheet:					\$5,623,461.03			\$5,325,157.15	(\$298,303.88)
TOTALS					\$6,374,859.13			\$6,008,577.46	(\$366,281.67)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 22IFB138

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	\$696.05	6.00	\$4,176.30	(4.00)	2.00	\$1,392.10	(\$2,784.20)
658 6013	INSTL DEL ASSM (D-SW)SZ(BRF)CTB	EA	\$22.27	8.00	\$178.16	(2.00)	6.00	\$133.62	(\$44.54)
658 6015	INSTL DEL ASSM (D-SW)SZ(BRF)GF1	EA	\$27.84	32.00	\$890.88	6.00	38.00	\$1,057.92	\$167.04
662 6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	\$0.31	43,541.00	\$13,497.71	(18,449.00)	25,092.00	\$7,778.52	(\$5,719.19)
662 6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	\$15.00	37.00	\$555.00	(23.00)	14.00	\$210.00	(\$345.00)
662 6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	\$0.31	47,531.00	\$14,734.61	(19,808.00)	27,723.00	\$8,594.13	(\$6,140.48)
666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	\$1.50	370.00	\$555.00	(174.00)	196.00	\$294.00	(\$261.00)
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	\$2.00	5,934.00	\$11,868.00	957.00	6,891.00	\$13,782.00	\$1,914.00
666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	\$5.35	261.00	\$1,396.35	526.00	787.00	\$4,210.45	\$2,814.10
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	\$9.20	238.00	\$2,189.60	44.00	282.00	\$2,594.40	\$404.80
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	\$120.00	19.00	\$2,280.00	(7.00)	12.00	\$1,440.00	(\$840.00)
666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	\$5.05	1,136.00	\$5,736.80	615.00	1,751.00	\$8,842.55	\$3,105.75
666 6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	\$0.15	1,412.00	\$211.80	(282.00)	1,130.00	\$169.50	(\$42.30)
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.14	30,443.00	\$4,262.02	5,749.00	36,192.00	\$5,066.88	\$804.86
666 6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	\$0.15	3,710.00	\$556.50	(150.00)	3,560.00	\$534.00	(\$22.50)
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.14	30,121.00	\$4,216.94	3,176.00	33,297.00	\$4,661.58	\$444.64
672 6007	REFL PAV MRKR TY I-C	EA	\$14.00	268.00	\$3,752.00	144.00	412.00	\$5,768.00	\$2,016.00
672 6009	REFL PAV MRKR TY II-A-A	EA	\$4.00	1,178.00	\$4,712.00	190.00	1,368.00	\$5,472.00	\$760.00
678 6001	PAV SURF PREP FOR MRK (4")	LF	\$0.01	6,200.00	\$62.00	(128.00)	6,072.00	\$60.72	(\$1.28)
678 6004	PAV SURF PREP FOR MRK (8")	LF	\$0.02	1,730.00	\$34.60	(68.00)	1,662.00	\$33.24	(\$1.36)
678 6006	PAV SURF PREP FOR MRK (12")	LF	\$0.05	259.00	\$12.95	54.00	313.00	\$15.65	\$2.70
678 6008	PAV SURF PREP FOR MRK (24")	LF	\$0.10	114.00	\$11.40	55.00	169.00	\$16.90	\$5.50
678 6009	PAV SURF PREP FOR MRK (ARROW)	EA	\$1.00	9.00	\$9.00	1.00	10.00	\$10.00	\$1.00
678 6016	PAV SURV PREP FOR MRK (WORD)	EA	\$1.00	6.00	\$6.00	(1.00)	5.00	\$5.00	(\$1.00)
682 6001	VEH SIG SEC (12")LED(GRN)	EA	\$290.00	7.00	\$2,030.00	4.00	11.00	\$3,190.00	\$1,160.00
682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	\$290.00	5.00	\$1,450.00	(2.00)	3.00	\$870.00	(\$580.00)
682 6003	VEH SIG SEC (12")LED(YEL)	EA	\$290.00	7.00	\$2,030.00	4.00	11.00	\$3,190.00	\$1,160.00
682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	\$290.00	5.00	\$1,450.00	(3.00)	2.00	\$580.00	(\$870.00)
682 6005	VEH SIG SEC (12")LED(RED)	EA	\$290.00	7.00	\$2,030.00	4.00	11.00	\$3,190.00	\$1,160.00
682 6006	VEH SIG SEC (12")LED(RED ARW)	EA	\$290.00	4.00	\$1,160.00	(3.00)	1.00	\$290.00	(\$870.00)
682 6049	BACKPLATE W/ REFL BRDR(4 SEC)	EA	\$145.00	2.00	\$290.00	1.00	3.00	\$435.00	\$145.00
684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	\$3.00	1,336.00	\$4,008.00	(48.00)	1,288.00	\$3,864.00	(\$144.00)
The "Totals" from Table B of the previous work sheet:					\$6,374,859.13			\$6,008,577.46	(\$366,281.67)
TOTALS					\$6,465,212.75			\$6,096,329.62	(\$368,883.13)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 22IFB138

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
3076 6001	D-GR HMA TY-B PG64-22	TON	\$103.25	7,591.00	\$783,770.75	8,088.83	15,679.83	\$1,618,942.45	\$835,171.70
3076 6007	D-GR HMA TY-B SAC-B PG70-22	TON	\$110.55	8,281.00	\$915,464.55	(8,281.00)	0.00	\$0.00	(\$915,464.55)
3076 6042	D-GR HMA TY-D SAC-B PG70-22	TON	\$148.10	5,070.00	\$750,867.00	2,400.10	7,470.10	\$1,106,321.81	\$355,454.81
3076 6050	D-GR HMA TY-D SAC-B PG76-22	TON	\$148.10	2,064.00	\$305,678.40	(2,064.00)	0.00	\$0.00	(\$305,678.40)
3076 6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	TON	\$153.31	3,985.00	\$610,940.35	7.64	3,992.64	\$612,111.64	\$1,171.29
3084 6001	BONDING COURSE	GAL	\$5.06	1,862.00	\$9,421.72	6,238.00	8,100.00	\$40,986.00	\$31,564.28
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	\$1.53	52,030.00	\$79,605.90	5,574.00	57,604.00	\$88,134.12	\$8,528.22
COA-609S-C	Grass Seeding	SY	\$0.25	1,983.00	\$495.75	(1,983.00)	0.00	\$0.00	(\$495.75)
COA-605S-A	Soil Retention Blanket Class 1; Type A	SY	\$2.00	10.00	\$20.00	(10.00)	0.00	\$0.00	(\$20.00)
0400 6006	CUT & RESTORING PAV	SY	\$50.00	44.00	\$2,200.00	(22.00)	22.00	\$1,100.00	(\$1,100.00)
J108-3	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	LF	\$50.00	850.00	\$42,500.00	230.00	1,080.00	\$54,000.00	\$11,500.00
J108-23	Storm Water Pollution Prevention Plan Design and Implementation	LS	\$1,000.00	1.00	\$1,000.00	(1.00)	0.00	\$0.00	(\$1,000.00)
J108-24	Traffic Control Plan Development and Implementation	LS	\$7,500.00	1.00	\$7,500.00	(1.00)	0.00	\$0.00	(\$7,500.00)
999-WC01	FORCE ACCOUNT	DOL	\$1.00	50,000.00	\$50,000.00	(50,000.00)	0.00	\$0.00	(\$50,000.00)
3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	\$1.00	95,300.00	\$95,300.00	(79,632.42)	15,667.58	\$15,667.58	(\$79,632.42)
3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	\$1.00	66,700.00	\$66,700.00	(56,271.65)	10,428.35	\$10,428.35	(\$56,271.65)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	\$1.00	9,400.00	\$9,400.00	(22,187.00)	-12,787.00	(\$12,787.00)	(\$22,187.00)
502-6001.2	CR366 Full Closure - Barricades & Traffic Control	MO	\$8,934.40	8.00	\$71,475.20	4.08	12.08	\$107,927.55	\$36,452.35
502-6001.4	CR366 Full Closure - Additional Signs	MO	\$79.54	7.00	\$556.78	2.00	9.00	\$715.86	\$159.08
730-6002	Mowing Cycle (FULL WIDTH MOWING)	EA	\$6,246.78	1.00	\$6,246.78	1.00	2.00	\$12,493.56	\$6,246.78
666-6226	PAVEMENT SEALER (8")	LF	\$0.88	1,730.00	\$1,522.40	1,181.00	2,911.00	\$2,561.68	\$1,039.28
666-6228	PAVEMENT SEALER (12")	LF	\$1.38	259.00	\$357.42	54.00	313.00	\$431.94	\$74.52
666-6230	PAVEMENT SEALER (24")	LF	\$3.63	114.00	\$413.82	55.00	169.00	\$613.47	\$199.65
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	LF	\$0.98	1,412.00	\$1,383.76	(442.00)	970.00	\$950.60	(\$433.16)
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	\$0.98	30,443.00	\$29,834.14	(1,925.00)	28,518.00	\$27,947.64	(\$1,886.50)
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)	LF	\$0.98	3,710.00	\$3,635.80	(150.00)	3,560.00	\$3,488.80	(\$147.00)
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	\$0.98	30,121.00	\$29,518.58	3,335.00	33,456.00	\$32,786.88	\$3,268.30
999-WC03	LAW ENFORCEMENT	DOL	\$1.00	0.00	\$0.00	538.20	538.20	\$538.20	\$538.20
999-WC04	DRIVEWAY REPAIR	LS	\$4,082.04	0.00	\$0.00	1.00	1.00	\$4,082.04	\$4,082.04
677-6001	ELIMINATION OF EXISTING PAV MRKS (4")	LS	\$6,524.42	0.00	\$0.00	1.00	1.00	\$6,524.42	\$6,524.42
662-6095	WK ZN PAV MRK REMOV (Y)(4")(SLD)	LS	\$2,421.12	0.00	\$0.00	1.00	1.00	\$2,421.12	\$2,421.12
662-6063	WK ZN PAV MRK REMOV (W)(4")(SLD)	LS	\$2,943.60	0.00	\$0.00	1.00	1.00	\$2,943.60	\$2,943.60
999-WC05	WOOLERY - ADDITIONAL MOB.	LS	\$1,045.00	0.00	\$0.00	1.00	1.00	\$1,045.00	\$1,045.00
999-WC06	WOOLERY - GUARDRAIL END TREATMENT	LS	\$4,583.70	0.00	\$0.00	1.00	1.00	\$4,583.70	\$4,583.70
999-WC07	SIGNAL HEAD REMOVAL	LS	\$1,383.76	0.00	\$0.00	1.00	1.00	\$1,383.76	\$1,383.76
999-WC08	ADDITIONAL SMALL SIGN INSTALLATION	LS	\$3,432.22	0.00	\$0.00	1.00	1.00	\$3,432.22	\$3,432.22
999-WC09	AMERITEX PIPE RESTOCKING FEE	LS	\$1,893.16	0.00	\$0.00	1.00	1.00	\$1,893.16	\$1,893.16
999-WC10	UTILITY POTHOLING	LS	\$4,694.30	0.00	\$0.00	1.00	1.00	\$4,694.30	\$4,694.30
999-WC11	PAVEMENT MARKING REMOVAL	LS	\$849.24	0.00	\$0.00	1.00	1.00	\$849.24	\$849.24
999-WC12	EXTENDED OH AND INEFFECIENCIES	LS	\$166,978.87	0.00	\$0.00	1.00	1.00	\$166,978.87	\$166,978.87
The "Totals" from Table B of the previous work sheet:					\$6,465,212.75			\$6,096,329.62	(\$368,883.13)
TOTALS					\$10,341,021.85			\$10,022,522.18	(\$318,499.67)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 366 Reconstruction
Williamson County Project No. 22IFB138**

Change Order No. 5

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order also adds several items to the project to address safety concerns that were identified during construction of the project.

The final item being added to this Change Order is for overhead cost due to the untimely relocation of the utilities causing inefficiencies in the progression of the project.

Following is a summary of new items required for this Change Order.


ITEM	DESCRIPTION	QTY	UNIT
999-WC03	LAW ENFORCEMENT	538.20	DOL
999-WC04	DRIVEWAY REPAIR	1	LS
677-6001	ELIMINATION OF EXISTING PAV MRKS (4")	1	LS
662-6095	WK ZN PAV MRK REMOV (Y)(4")(SLD)	1	LS
662-6063	WK ZN PAV MRK REMOV (W)(4")(SLD)	1	LS
999-WC05	WOOLERY - ADDITIONAL MOB.	1	LS
999-WC06	WOOLERY - GUARDRAIL END TREATMENT	1	LS
999-WC07	SIGNAL HEAD REMOVAL	1	LS
999-WC08	ADDITIONAL SMALL SIGN INSTALLATION	1	LS
999-WC09	AMERITEX PIPE RESTOCKING FEE	1	LS
999-WC10	UTILITY POTHOLING	1	LS
999-WC11	PAVEMENT MARKING REMOVAL	1	LS
999-WC12	EXTENDED OH AND INEFFECIENCIES	1	LS

This Change Order results in a net decrease of \$318,499.67 to the Contract amount, for an adjusted Contract total of \$17,608,169.74. The original Contract amount was \$17,694,262.46. As a result of this and all Change Orders to-date, \$86,092.72 has been deducted from the Contract, resulting in an 0.49% net decrease in the Contract cost. Eighty-one (81) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Item: 999-WC03

		James Construction Group	
Address: 5880 West US HWY 190 Belton,TX 76513		Project: CR 366 Contract ID 0320-04-028	
Final Summary			
Letter No.: Submittal Date: April 24, 2024 Completed By: Dalimar Rosario			
Law Enforcement Force Account			
Category	Description	Cost	
Labor Cost			
	25% Overhead	\$	-
	55% Ins & Tax	\$	-
Material Cost		\$	-
	25% Overhead	\$	-
Equipment Cost		\$	-
	15% Overhead	\$	-
Subcontractor Cost		\$	507.50
	5% Overhead	\$	25.38
	Subtotal	\$	532.88
	Bond Cost (1%)	\$	5.33
	Total	\$	538.20

Item: 999-WC03

Subcontractor Break Down		County:WILLIAMSON Route:CR 366		
27-Feb-24				
Item Description	Quantity	Unit	Unit Price	Amount
JESUS JIMENEZ	7.25	HRS	\$ 70.00	\$ 507.50
				\$ -
				\$ -
			Total Vehicle/Labor	\$ 507.50

Item: 999-WC03

ATX Public Safety
PO Box 602
Kyle, TX 78640
+1 7372418066
accounting@atxpublicsafety.com



INVOICE

BILL TO
Cheryl Carpenter
James Construction Group
5881 US-190 Frontage Rd
Suite 100
Belton, TX 76513
United States

INVOICE # 2024#002
DATE 04/23/2024
DUE DATE 06/07/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
02/27/2024	Traffic Control Services	Jesus Jimenez	7.2570.00	507.50
BALANCE DUE				\$507.50



DAILY REPORT ON LAW ENFORCEMENT
FORCE ACCOUNT WORK

Form 318
(Rev. 2/21)
Page 1 of 1

County: Williamson Project: CR3 6c CSJ: _____ Highway: Chandler Rd
Officer: Jenir Jimenez SSN (Last 4 Numbers): 2123 Badge No: 202
Department/Agency: Webb C.I.S.D License/Car No: SNM-5087

Day/Date: Monday 12/27/2024

Item: 999-WC03

Start Time: 8:45 am/pm

End Time: 4:20 am/pm

Total Hours: 7.25

Check if officer time was utilized for non-pay item and exclude non-pay hours. Indicate reason in remarks below.

Non-Pay Hours: _____

Pay Hours: _____

Work Being Performed/Remarks:

Traffic Control / Lane Closure

Cancellation (if applicable)

Time: _____ am/pm

Name of Person Who Cancelled: _____

Reason for Cancellation: _____

☒ Law Enforcement Officer certifies that they have successfully completed the National Highway Institute online course "Safe and Effective Use of Law Enforcement Personnel in Work Zones" or other applicable course listed on TxDOT's Material Producers List. Certification of training has been provided and is valid for three years from the date of completion.

Law Enforcement Officer's Signature

TxDOT Representative's Signature

Contractor's or Subcontractor's Company Name

Contractor's or Subcontractor's Signature and Title

This form is used to monitor and report traffic control officer's time and equipment. The Contractor/Subcontractor shall obtain the officer's signature and provide TxDOT the original report. Contractor/Subcontractor invoice must be based on this form.

Distribution: Original to TxDOT
Copy to Contractor or Subcontractor
Copy to _____

INVOICE

Date: 5/30/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1.00	LS	Justin Driveway Repair	\$4,082.04	\$4,082.04
		PREPARED BY: GARY COUCH		
			Total	\$4,082.04

Item: 999-WC04

James Construction Group

Force Account Work - Justin Driveway Repair

Date: 5/30/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: Force Account -Pothole Repair
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 4,082.04

Narrative: Force Account worked performed on 5/22/2024 & 5/23/2024 to repair Justion Driveway. Please see emailfrom HNTB for reference.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended	
FIDEL RODRIGUEZ		9	0	HR	\$ 47.46	\$ 71.19	\$ 427.16	
TORRES HERRERA ALEJANDRO		6.5	0	HR	\$ 24.00	\$ 36.00	\$ 156.00	
PEREZ MARCO		9	0	HR	\$ 27.00	\$ 40.50	\$ 243.00	
PINEDA GALLEGOS JESUS		2.5	0	HR	\$ 24.00	\$ 36.00	\$ 60.00	
RODICO GOMEZ		6.5	0	HR	\$ 36.00	\$ 54.00	\$ 234.00	
							Subtotal	\$ 1,120.16
							55% Burdens	\$ 616.09
							15% Markup	\$ 168.02
							Total Labor	\$ 1,904.28
Equipment				QTY	UM	Rate	Extended	
2019 Ford F250				9	HR	\$ 59.25	\$ 533.25	
Utility Trailer				9	HR	\$ 2.88	\$ 25.92	
Hammer Drill				15.5	HR	\$ 2.50	\$ 38.75	
STIHL Quickly Saw				9	HR	\$ 0.35	\$ 3.15	
Small Genertator - Honda 1500				9	HR	\$ 1.96	\$ 17.64	
							Subtotal	\$ 618.71
							15% Markup	\$ 92.81
							Total Equipment	\$ 711.52
Subcontractors				QTY	UM	Price	Extended	
							Subtotal	\$ -
							15% Markup	\$ -
							Total Subcontract	\$ -
Material				QTY	UM	Price	Extended	
Flowfill CLSM125				17.00	EA	\$ 75.00	\$ 1,275.00	
							\$ -	
							Subtotal	\$ 1,275.00
							15% Markup	\$ 191.25
							Total Material	\$ 1,466.25
Miscellaneous				QTY	UM	Price	Extended	
							\$ -	
							\$ -	
							Subtotal	\$ -
							15% Markup	
							Total Miscellaneous	\$ -
							TOTAL COST	\$ 4,082.04

UNIT PRICE (TOTAL COST/EST. QTY) \$ 4,082.04

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

730 AM - 230 3 weeks
LR 366

County: WILLIAMSON Project: C-3486-1-8-ETC CSJ: 3486-01-008 Highway: FM3349

Date: 5/22/46 Station: DRIVE 5 REPAIR to Station: _____

STATEMENT OF EQUIPMENT AND LABOR

EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
TRAILER 15FT	6.5			FIDEL FORGE RODRIGUEZ	6.5				
Pick up 3/4 6XS	6.5			ALAN TORRES	6.5				
SAW HAND	6.5			MARKO PEREZ	6.5				
GENERATOR HONDA 8500	6.5			R. D. LO GOMEZ	6.5				
(2) HAMMER DRILL	6.5								
Total				Total					

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE

Description	Unit	Quantity
2 BAG Sika P-122 61.5 LBS	2	61.5 LBS BAGS
2 BOTTLES 1 GALLON Sika DISPERSION PART A	2	2 GALLONS

X Fidel Rodriguez
Contractor

[Signature] 5/22/46
Inspector

by _____
Signature and Title

Area Engineer



**DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.**

2 Pm - 4:30

Drive 2

County: WILLIAMSON Project: C-3486-1-8-ETC CSJ: 3486-01-008 Highway: FM3349

Date: 2/23/24 Station: _____ to Station: _____

[illegible]

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
15 Bags Sila	15	Bag 61.545
15 Bottles 1 gallon	15	gal

Fidel Rodriguez
Contractor


Inspector

by _____
Signature and Title

Area Engineer

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

Item: 999-WC04

BRANCH ADDRESS
585 - WC AUSTIN TX (RT)
(512) 927-4200
8013 EXCHANGE DRIVE
AUSTIN TX 78754

INVOICE

INVOICE NUMBER
50026694333
INVOICE DATE
05/17/2024
CUSTOMER PO NUMBER
10907-F0041

TO VIEW AND PAY ONLINE GO TO:
http://whitecap.billtrust.com
ENROLLMENT TOKEN:
MTP MVT DHV

SOLD TO: 149609000

TERRITORY:
SHIP TO: 10004196953

MAKE CHECKS PAYABLE TO:
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

JAMES CONST GROUP
5880 W HWY 190
BELTON TX 76513

CR366 JOB 10907
12365 US-79
TAYLOR TX 76574

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
05/17/2024	59415418	GARY COUCH	MANCILL, RUSSELL S	FLORES, MATTHEW
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
585	10004196953	NET 30 DAYS	2. OUR TRUCK	CR366 JOB 1090

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29562393 *****	1	0	0	1	0.00	
1	43818930	51 CUFT SIKATOP 122 PLUS COMPLETE KIT (BAG AND JUG) SIKATOP	2	75.00 KIT	0	2	150.00	12.3

LOG PO - 52024

Chond Carpenter
5/20/2024 9:50:53 AM

GARY IS WAITING ON
PHASE CODE TO ENTER
PO

Chond Carpenter
5/20/2024 9:51:10 AM

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at About.WhiteCap.com

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: TaxExemptCredit@whitecap.com

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For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms> to view complete terms and conditions.

RECEIVED BY: KYLE OLDHAM

SIGNATURE COPY ON FILE

TOTAL GROSS	150.0
TOTAL TAX	12.3
TOTAL SHIPPING AND HANDLING	0.0
TOTAL INVOICE	162.3

WHITE CAP®

White Cap, L.P.
PO Box 4944
Orlando, FL 32802-4944

Item: 999-WC04

BRANCH ADDRESS

713 - AUSTIN
(512) 389-3344
5811 TRADE CENTER DRIVE
BUILDING 10 SUITE 100
AUSTIN TX 78744
TRAVIS

INVOICE

INVOICE NUMBER

50026786658

INVOICE DATE

05/23/2024

CUSTOMER PO NUMBER

10906-F0119

TO VIEW AND PAY ONLINE GO TO:

<http://whitecap.billtrust.com>

ENROLLMENT TOKEN:

MTP MVT DHV

SOLD TO: 149609000

TERRITORY:

SHIP TO: 10004004592

MAKE CHECKS PAYABLE TO:

White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

JAMES CONST GROUP
5880 W HWY 190
BELTON TX 76513

US 79 JOB 10906
12365 US-79
TAYLOR TX 76574

ORDER DATE		ORDER NO.	ORDERED BY	ACCOUNT MANAGER			TAKEN BY		
05/22/2024		59512878	GARY COUCH	MANCILL, RUSSELL S			CANTU, DEANNA		
BRANCH		ACCT JOB NO.	TERMS	SHIP VIA / ROUTING				CUSTOMER JOB NO.	
713		10004004592	NET 30 DAYS	2. OUR TRUCK				US 79 JOB 10906	
LINE	PART NUMBER	DESCRIPTION		QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 29643012 SHIPPING NOTES: REPRINT ADDED LINE 11.1 *****		1	0	0	1	0.00	
1	208CC944	19-1/2"X4" GOLD STANDARD ALUMINUM CONCRETE PLACER W/O HOOK - ASSEMBLED		2	36.85 EA	0	2	73.70	6.0
2	444BR11264	MED LEATHER DRIVER GLOVES BRIGADE NO ANSI NO EN388 TEST RATINGS		48	7.00 PR	0	48	336.00	27.7
3	444BR11265	LG LEATHER DRIVER GLOVES BRIGADE NO ANSI NO EN388 TEST RATINGS		48	7.00 PR	0	48	336.00	27.7
4	22334874M	MED BLACK MAXIFLEX ULTIMATE NITRILE PALM TOUCHSCREEN GLOVES ANSI ABRASION 4 EN388 (4131)		48	6.00 EA	0	48	288.00	23.7
5	22334874L	LG BLACK MAXIFLEX ULTIMATE NITRILE PALM TOUCHSCREEN GLOVES ANSI ABRASION 4 EN388 (4131)		48	6.00 EA	0	48	288.00	23.7
6	263S5820S	GRAY ITEK SAFETY GLASSES PYRAMEX		24	3.50 EA	0	24	84.00	6.9
7	332EE280420	4"X20' E/E 2-PLY FLAT EYES WEBMASTER 1600 NYLON WEB SLING LIFT-ALL		2	150.000 EA	0	2	300.00	24.7
9	324DCS380P1	20V MAX LITHIUM ION RECIPROCATING SAW KIT (5.0 AH) PERFORM AND PROTECT DEWALT		1	307.000 EA	0	1	307.00	25.3
10	444BR12627	LHSP TRANSFER STRONG STEP SHOVEL BRIGADE		1	20.60 EA	0	1	20.60	1.7
11	43818930	51 CUFT SIKATOP 122 PLUS COMPLETE KIT (BAG AND JUG) SIKAT		15	75.00 KIT	0	15	1,125.00	0.0

For questions regarding this invoice please call 1-866-857-0295.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
Visit <https://www.whitecap.com/terms/terms-conditions-of-sale-terms-to-view-complete-terms-and-conditions>.

RECEIVED BY: DALIMAR

SIGNATURE COPY ON FILE

TOTAL GROSS	3,158.3
TOTAL TAX	167.7
TOTAL SHIPPING AND HANDLING	0.0
TOTAL INVOICE	3,326.0

Rental Rate Blue Book®

February 12, 2024

Miscellaneous TOW 2 1 6
 Non-Tilt Deck Utility Trailers

 Size Class:
All
 Weight:
4500 lbs

Configuration for TOW 2 1 6

Capacity	5.0 t	Hitch Type	Tow
Number Of Axles	2.0	Number Of Tires	4.0
Power Mode	Manual		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$260.00	USD \$73.00	USD \$18.00	USD \$3.00	USD \$1.40	USD \$2.88
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$260.00	USD \$73.00	USD \$18.00	USD \$3.00	USD \$1.40	USD \$2.88

Non-Active Use Rates

	Hourly
Standby Rate	USD \$1.03
Idling Rate	USD \$1.48

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	46%	USD \$119.60/mo
Overhaul (ownership)	30%	USD \$78.00/mo
CFC (ownership)	11%	USD \$28.60/mo
Indirect (ownership)	13%	USD \$33.80/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Lindsey Bohanan (lbohanan@prim.com)

www.equipmentwatch.com

All prices shown in US Dollars (\$)

Rental Rate Blue Book®

February 12, 2024

Ford SUPER DUTY F-250 LIMITED 4X4 DIESEL
Light Duty Trucks

Size Class:
2
Weight:
N/A


Configuration for SUPER DUTY F-250 LIMITED 4X4 DIESEL

Power Mode	Diesel	Wheelbase	160 inches
Model Trim	Limited	Gross Vehicle Weight Rating	10000 Pounds

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,455.00	USD \$1,530.00	USD \$385.00	USD \$58.00	USD \$29.27	USD \$60.26
Adjustments						
Region (Texas: 98.1%)	(USD \$103.64)	(USD \$29.07)	(USD \$7.32)	(USD \$1.10)		
Model Year (2022: 98.59%)	(USD \$75.34)	(USD \$21.13)	(USD \$5.32)	(USD \$0.80)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$5,276.01	USD \$1,479.80	USD \$372.37	USD \$56.10	USD \$29.27	USD \$59.25

Non-Active Use Rates

	Hourly
Standby Rate	USD \$14.99
Idling Rate	USD \$44.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD \$1,254.65/mo
Overhaul (ownership)	44%	USD \$2,400.20/mo
CFC (ownership)	16%	USD \$872.80/mo
Indirect (ownership)	17%	USD \$927.35/mo
Fuel (operating) @ USD 4.15	47.93%	USD \$14.03/hr

Revised Date: 1st quarter 2024

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Rental Rate Blue Book®

May 30, 2024

Miscellaneous GAS 1,500 W

Small Generator Sets

 Size Class:
To 5,000 W
 Weight:
 N/A

Configuration for GAS 1,500 W

Horsepower	3.5	Power Mode	Gasoline
Prime Output	1500.0 W		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$49.00	USD \$14.00	USD \$4.00	USD \$0.60	USD \$1.69	USD \$1.97
Adjustments						
Region (Texas: 98.5%)	(USD \$0.74)	(USD \$0.21)	(USD \$0.06)	(USD \$0.01)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$48.26	USD \$13.79	USD \$3.94	USD \$0.59	USD \$1.69	USD \$1.96

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.14
Idling Rate	USD \$1.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	44%	USD \$21.56/mo
Overhaul (ownership)	29%	USD \$14.21/mo
CFC (ownership)	12%	USD \$5.88/mo
Indirect (ownership)	15%	USD \$7.35/mo
Fuel (operating) @ USD 3.45	61.54%	USD \$1.04/hr

Revised Date: 2nd quarter 2024

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The equipment represented in this report has been exclusively prepared for Lindsey Bohanan (lbohanan@prim.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

May 30, 2024

Miscellaneous P2-1/2

Hammer Drills

Size Class:

All

Weight:

35 lbs

Configuration for P2-1/2

Amps	13.0	Bit Capacity	1/4" - 2-1/2"
Bpm	1600.0	Power Mode	Electric
Type	Percussion		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$140.00	USD \$39.00	USD \$10.00	USD \$2.00	USD \$0.69	USD \$1.49
Adjustments						
Region (Texas: 97.8%)	(USD \$3.08)	(USD \$0.86)	(USD \$0.22)	(USD \$0.04)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$136.92	USD \$38.14	USD \$9.78	USD \$1.96	USD \$0.69	USD \$1.47

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.39
Idling Rate	USD \$0.78

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	16%	USD \$22.40/mo
Overhaul (ownership)	71%	USD \$99.40/mo
CFC (ownership)	6%	USD \$8.40/mo
Indirect (ownership)	7%	USD \$9.80/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for Lindsey Bohanan (lbohanan@prim.com)

www.equipmentwatch.com

All prices shown in US dollars (\$)

Rental Rate Blue Book®

May 30, 2024

Miscellaneous 10.25D

Electric Circular Hand Saws

Size Class:

All

Weight:

19 lbs


Configuration for 10.25D

Amps	12.0	Depth Of Cut	3-3/4'
Power Mode	Electric		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$49.00	USD \$14.00	USD \$4.00	USD \$0.60	USD \$0.08	USD \$0.36
Adjustments						
Region (Texas: 97.5%)	(USD \$1.23)	(USD \$0.35)	(USD \$0.10)	(USD \$0.01)		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$47.78	USD \$13.65	USD \$3.90	USD \$0.58	USD \$0.08	USD \$0.35

Non-Active Use Rates

	Hourly
Standby Rate	USD \$0.14
Idling Rate	USD \$0.27

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	14%	USD \$6.86/mo
Overhaul (ownership)	71%	USD \$34.79/mo
CFC (ownership)	7%	USD \$3.43/mo
Indirect (ownership)	8%	USD \$3.92/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

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The equipment represented in this report has been exclusively prepared for Lindsey Bohanan (lbohanan@prim.com)

INVOICE
CO#4 DIJ ADDED BID ITEMS

Date: 6/19/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
5,447.00	LF	(677-6001) - Elimination of Existing Pav Mrks (4")	\$1.20	\$6,524.42
2,456.00	LF	(662-6095) - WK ZN PAV MRK REMOV (Y)4"(SLD)	\$0.99	\$2,421.12
2,986.00	LF	(662-6063) - WK ZN PAV MRK REMOV (W)4"(SLD)	\$0.99	\$2,943.60
PREPARED BY: GARY COUCH				
			Total	\$11,889.14

To: James Construction Group LLC
350 Highland Dr, Suite 200
Lewisville, TX 75067

Application No: 2
Invoice No: 2253-2
Invoice Date: 6/20/2024
Terms: Net 30
Due Date: 7/20/2024
Period To: 6/20/2024
Project No: 2253
Contract Date: 8/31/2022

From: D.I.J. Construction, Inc.
P.O. Box 1609
2332 County Road 252
Bertram, TX 78605
(512) 355-2766

For:	
	Contract Sum.....76,460.28
	Completed to Date13,222.03
	Retainage.....1,322.21
	Total Earned less Retainage11,899.82
	Previous Billings.....1,805.27
	Current Payment Due.....10,094.55
	Sales Tax 0.00
	Total Due.....10,094.55

ITEM NO.	DESCRIPTION	SCHEDULED QUANTITY	UNIT PRICE	SCHEDULED TOTAL	COMPLETED UNITS	COMPLETED TOTAL	QUANTITY THIS ESTIMATE	DUE THIS ESTIMATE
112	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	43,541 LF	0.31	13,497.71	0	0.00	0	0.00
113	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	37 LF	15.00	555.00	0	0.00	0	0.00
114	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	47,531 LF	0.31	14,734.61	5,606	1,737.86	0	0.00
115	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	370 LF	1.50	555.00	0	0.00	0	0.00
116	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	5,934 LF	2.00	11,868.00	0	0.00	0	0.00
117	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	261 LF	5.35	1,396.35	0	0.00	0	0.00
118	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	238 LF	9.20	2,189.60	0	0.00	0	0.00
119	REFL PAV MRK TY I (W)(ARROW)(100MIL)	53 EA	100.00	5,300.00	0	0.00	0	0.00
120	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	2 EA	250.00	500.00	0	0.00	0	0.00
121	REFL PAV MRK TY I (W)(WORD)(100MIL)	19 EA	120.00	2,280.00	0	0.00	0	0.00
122	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	1,136 LF	5.05	5,736.80	0	0.00	0	0.00
123	REFL PAV MRK TY II (W) 4" (BRK)	1,412 LF	0.15	211.80	0	0.00	0	0.00
124	REFL PAV MRK TY II (W) 4" (SLD)	30,443 LF	0.14	4,262.02	0	0.00	0	0.00
125	REFL PAV MRK TY II (Y) 4" (BRK)	3,710 LF	0.15	556.50	0	0.00	0	0.00
126	REFL PAV MRK TY II (Y) 4" (SLD)	30,121 LF	0.14	4,216.94	0	0.00	0	0.00
127	REFL PAV MRKR TY I-C	268 EA	14.00	3,752.00	0	0.00	0	0.00
128	REFL PAV MRKR TY II-A-A	1,178 EA	4.00	4,712.00	67	268.00	0	0.00
129	PAV SURF PREP FOR MRK (4")	6,200 LF	0.01	62.00	0	0.00	0	0.00
130	PAV SURF PREP FOR MRK (8")	1,730 LF	0.02	34.60	0	0.00	0	0.00
131	PAV SURF PREP FOR MRK (12")	259 LF	0.05	12.95	0	0.00	0	0.00
132	PAV SURF PREP FOR MRK (24")	114 LF	0.10	11.40	0	0.00	0	0.00
133	PAV SURF PREP FOR MRK (ARROW)	9 EA	1.00	9.00	0	0.00	0	0.00
134	PAV SURV PREP FOR MRK (WORD)	6 EA	1.00	6.00	0	0.00	0	0.00
CO1	WK ZN PAV MRK REMOV (Y)4"(SLD)	0 LF	0.93	0.00	2,456	2,284.08	2,456	2,284.08

ITEM NO.	DESCRIPTION	SCHEDULED QUANTITY	UNIT PRICE	SCHEDULED TOTAL	COMPLETED UNITS	COMPLETED TOTAL	QUANTITY THIS ESTIMATE	DUE THIS ESTIMATE
CO2	WK ZN PAV MRK REMOV (W)4"(SLD)	0 LF	0.93	0.00	2,986	2,776.98	2,986	2,776.98
CO3	ELIMINATE EXIST PAV MRK 4"	0 LF	1.13	0.00	5,447	6,155.11	5,447	6,155.11
				76,460.28		13,222.03		11,216.17

INVOICE

Date: 8/19/2024

Invoice #

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

[illegible]



WOOLERY CUSTOM FENCE CO.
P.O. BOX 986
ELGIN, TX 78621

PROPOSAL

DATE	PROPOSAL #
8/8/2024	15253

NAME / ADDRESS
James Construction Group, LLC 5880 US-190 Frontage Rd Suite 100 Belton, Texas 76513 p. (254) 939-8610 e. est.txh@prim.com

P.O.# or W.O.#	ATTN:	PROJECT
	Estimating	Williamson County CR 366

DESCRIPTION	QTY	TOTAL
CHANGE ORDER #1 - RFI #38		
ADD: GUARDRAIL END TREATMENT -- (EA)	1	4,167.00
ADD: MOBILIZATION -- (EA)	1	950.00
Proposal Based on (1) Mobilization		
Each additional mobilization = \$950.00		
<p>** DUE TO MATERIAL VOLATILITY, WOOLERY CUSTOM FENCE MAY NOT BE ABLE TO HOLD PRICES AFTER 14 DAYS FROM PROPOSAL DATE. CALL FOR REVISED PRICING IF SENDING CONTRACT AFTER THE 14 DAYS. **</p> <p>[ROCK CLAUSE] Rock Drilling is not included. If we hit rock additional charges of \$25.00 per hole will apply and are not included in the proposal.</p> <p>[EXCLUSIONS] Survey, Grounding, Signs, Paint, Stain, Grubbing, Clearing, Removal, Sleeves, SonoTubes, Coring, & Mow Strips by Other.</p> <p>[NOTE] WCF will not be responsible for other underground utilities not marked by TX 811 ONE CALL.</p> <p>[PROPOSAL NOTE] This is a proposal only. It is not a contract with Woolery Custom Fence Co. until it has been signed by the Customer, returned to Woolery Custom Fence Co., and signed by a representative of Woolery Custom Fence Co.</p>		
<p>** Minority Certification #'s** WBE & DBE Code -- WOO7143440 Texas HUB VID # - 1742794088100</p>	<p>SIGNATURE: _____</p>	
		<p>TOTAL: \$8,795.15</p>

Phone #	Fax #	E-mail	Web Site
512-281-2186	512-233-5396	bids@wooleryfence.com	www.wooleryfence.com

INVOICE

CO#007 - ATS CR 366 REMOVE SIGNAL HEAD

Date: 10/17/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1.00	LS	ATS CR 366 REMOVE SIGNAL HEAD	\$208.00	\$1,383.76
		PREPARED BY: GARY COUCH		
			Total	\$1,383.76

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

October 17, 2024

CHANGE ORDER PROPOSAL

HIGHWAY: CR 366
COUNTY: WILLIAMSON
ACKNOWLEDGE ADDENDUM 1 & 2

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
9000	682	REMOVE NEAR SIDE HEAD - PLE MOUNTED	EA	1	\$1,300.00	\$1,300.00
		SIGNAL HEAD REMOVAL	EA	1	\$500.00	\$500.00
		TRAFFIC CONTROL	LS	1	\$800.00	\$800.00
Total Bid Amount						\$1,300.00

Edward Schroeder 512-255-9951 ext 114

Item 999-WC08-WC08

INVOICE

Added Roadway Signs & Missing Relocate sign

Date: 9/6/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

1.00	EA	SIGN 1 (PLAN SHEET 278) MISSING RELOCAED SIGN)	\$ 248.09	\$248.09
1.00	ES	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM) - STOP SIGN AND BLADES @ PIOVT RD.	\$ 1,347.37	\$1,347.37
1.00	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(T) (SIGNAL SIGH AHEAD)	\$ 1,346.81	\$1,346.81
1.00	EA	MATERIAL SALE 36"X36" SIGN PANELS	\$ 123.07	\$123.07
1.00	EA	IN SM RD SN SUP&AM (INST SIGN ONLY) - FIRE STATION NEW FACING DIRECTION	\$ 366.87	\$366.87
			Total	\$3,432.22

Item 999-WC08C08

CHANGE ORDER PROPOSAL



ROADWAY SPECIALTIES, INC.

P.O. Box 90309, Austin, Texas 78709

Member AGC/ACEA

Certified DBE/HUB

Contact: Jim Brummer

Phone: 512-280-666

Email: Estimating@roadwayspecialties.com

County: WILLIAMSON
Control #: 0320-04-028
Project #: 22IFB138
Length (MI): 2.751 MI
Work: ROAD CONST AND WI
Engineer: GLENN G. GREGORY
Engineer PH #:

Highway: CR 366
Bid Date: 09/11/2024
Days:
RSI Job #: 6019
Proposal #: 230405CO-5
Orig. Letting Date: 08/31/22

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0644 6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	1.00	EA	1,161.53	1,161.53

GRAND TOTAL

\$1,161.53

NOTES:

- *All notes and exclusions from the contract apply.
- *Above unit pricing is valid for 30 days.

Approval Signature: _____

CHANGE ORDER PROPOSAL



ROADWAY SPECIALTIES, INC.

P.O. Box 90309, Austin, Texas 78709

Member AGC/ACEA

Certified DBE/HUB

Contact: Jim Brummer

Phone: 512-280-666

Email: Estimating@roadwayspecialties.com

County: WILLIAMSON
Control #: 0320-04-028
Project #: 22IFB138
Length (MI): 2.751 MI
Work: ROAD CONST AND WI
Engineer: GLENN G. GREGORY
Engineer PH #:

Highway: CR 366
Bid Date: 07/10/2024
Days:
RSI Job #:
Proposal #: 230405CO-1R
Orig. Letting Date: 08/31/22

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	-3.00	EA	720.46	-2,161.38
0644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	3.00	EA	1,161.04	3,483.12
0644 60011	MATERIAL SALE 36" X 36" SIGN PANELS	1.00	EA	318.29	318.29

GRAND TOTAL

\$1,640.03

NOTES:

- *All notes and exclusions from the contract apply.
- *Above unit pricing is valid for 30 days.

Approval Signature: _____

CHANGE ORDER PROPOSAL



ROADWAY SPECIALTIES, INC.

P.O. Box 90309, Austin, Texas 78709

Member AGC/ACEA

Certified DBE/HUB

Contact: Jim Brummer

Phone: 512-280-666

Email: Estimating@roadwayspecialties.com

County: WILLIAMSON
Control #: 0320-04-028
Project #: 22IFB138
Length (MI): 2.751 MI
Work: ROAD CONST AND WI
Engineer: GLENN G. GREGORY
Engineer PH #:

Highway: CR 366
Bid Date: 08/22/2024
Days:
RSI Job #:
Proposal #: 230405CO-3
Orig. Letting Date: 08/31/22

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	3.00	EA	213.87	641.61

GRAND TOTAL

\$641.61

NOTES:

- *All notes and exclusions from the contract apply.
- *Above unit pricing is valid for 30 days.

Approval Signature: _____

Item 999-WC08-WC08

CHANGE ORDER PROPOSAL



ROADWAY SPECIALTIES, INC.

P.O. Box 90309, Austin, Texas 78709

Member AGC/ACEA

Certified DBE/HUB

Contact: Jim Brummer

Phone: 512-280-666

Email: Estimating@roadwayspecialties.com

County: WILLIAMSON
Control #: 0320-04-028
Project #: 22IFB138
Length (MI): 2.751 MI
Work: ROAD CONST AND WI
Engineer: GLENN G. GREGORY
Engineer PH #:

Highway: CR 366
Bid Date: 09/23/2024
Days:
RSI Job #: 6019
Proposal #: 230405CO-6
Orig. Letting Date: 08/31/22

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	1.00	EA	316.27	316.27

GRAND TOTAL

\$316.27

NOTES:

- *All notes and exclusions from the contract apply.
- *Above unit pricing is valid for 30 days.

Approval Signature: _____

Item 999-WC09

INVOICE

Ameritex Pipe & Products - Restocking Fee & Freight

Date: 9/6/2024

Invoice #

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

[illegible]

Item 999-WC09

James Construction Group

Force Account Work - Justin Driveway Repair

Date: 9/6/2024
CO Pricing Good For: 45 days

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Description: Force Account -Pothole Repair
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 1,893.16

Narrative: Force Account is for the restocking fee for the RCP pipe that was prushure for Driveway 29 and Driveway 1 which was removed for the plans.

Labor		Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
			0	HR		\$ -	\$ -
			0	HR		\$ -	\$ -
			0	HR		\$ -	\$ -
			0	HR		\$ -	\$ -
			0	HR		\$ -	\$ -
			0	HR		\$ -	\$ -
Subtotal							\$ -
55% Burdens							\$ -
15% Markup							\$ -
Total Labor							\$ -

Equipment		QTY	UM	Rate	Extended
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal					\$ -
15% Markup					\$ -
Total Equipment					\$ -

Subcontractors		QTY	UM	Price	Extended
Ameritex Pipe & Proucts - Restocking Fee & Freight		1.00	LS	\$ 1,646.23	\$ 1,646.23
Subtotal					\$ 1,646.23
15% Markup					\$ 246.93
Total Subcontract					\$ 1,893.16

Material		QTY	UM		Extended
					\$ -
					\$ -
Subtotal					\$ -
15% Markup					\$ -
Total Material					\$ -

Miscellaneous		QTY	UM	Price	Extended
					\$ -
					\$ -
Subtotal					\$ -
15% Markup					\$ -
Total Miscellaneous					\$ -

TOTAL COST					\$ 1,893.16
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UNIT PRICE (TOTAL COST/EST. QTY) \$ 1,893.16



Item 999-WC09

AmeriTex Pipe & Products LLC
4001 E U.S. Hwy 90
Seguin, TX 78155
Phone: (830) 372-2300
Fax: (830) 372-2303

CREDIT MEMO 279292

Invoice Date: 8/29/2024

Office

Seguin Pipe & Box

Sold to: JAMES CONSTRUC
James Construction Group
5880 W US Hwy 190
Belton, TX 76513

Job Number: 23-17873
Ship to: Williamson CR 366
Williamson CR 366
Taylor, Texas

Original Invoice

SHIP DATE	SHIP VIA	F.O.B.	TERMS	PAGE
8/29/2024			NET 30	1
CUSTOMER PO#	LOAD	SALES REP	EXEMPT #	REFERENCE
10907-02	0	2009	exempt	279292

RMA 2703 - OVER ORDERED
BOL 201863 168723 249942
INV 202961 169573 250414

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure:						
1	02	Restocking Fee	0	\$646.23	<input type="checkbox"/>	\$646.23
1	01	Freight	0	\$1,000.00	<input type="checkbox"/>	\$1,000.00
Structure Total						\$1,646.23
Structure: RCP						
-56	83T24	24" x 8' CL3 T&G RCP	-15,534	\$41.60	<input type="checkbox"/>	(\$2,329.60)
-4	745T24	24" x 4' CL5 T&G RCP @ CL4 PRICE	-1,125	\$52.65	<input type="checkbox"/>	(\$210.60)
Structure Total						(\$2,540.20)
Structure: RCP1						
-40	85T18	18" x 8' CL5 T&G RCP	-7,093	\$44.20	<input type="checkbox"/>	(\$1,768.00)
Structure Total						(\$1,768.00)
Total Weight			-23,753			

Payment Remittance:
AmeriTex Pipe & Products, LLC
PO Box 845155
Dallas, TX 75284-5155

Taxable	\$0.00
Non-Taxable	(\$2,661.97)
Sub Total	(\$2,661.97)
Tax	\$0.00
Invoice Total	(\$2,661.97)
Less Deposit	\$0.00
Invoice Balance	(\$2,661.97)

***PLEASE DIRECT ALL INVOICE/CREDIT-MEMO/STATEMENT
INQUIRIES/REQUESTS TO ar@ameritexpipe.com***

Item 999-WC10

INVOICE

Date: 9/18/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1.00	LS	AT&T Com Line Pothole 7.22.2024	\$4,694.30	\$4,694.30
		PREPARED BY: JOSH HAZLEWOOD		
			Total	\$4,694.30

Item 999-WC10

James Construction Group

Force Account Work - Driveway Widening

Date: 7/22/20024
CO Pricing Good For: 45 days
Description: AT&T Fiber Line - Pot Hole
Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 4,694.30

Project: CR 366
Control: 22IFB138

County: Williamson
Highway: CR 366

Narrative: Force account work performed along old existing Carlos G. Parker to Pot Hole AT&T Com Line Utility on 7/22/2024. AT&T Com Line needing located and depth identified in order to excavate ditch lines.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
		0	HR			\$ -
		0	HR			\$ -
			HR		\$ -	\$ -
			HR		\$ -	\$ -
			HR		\$ -	\$ -
Subtotal						\$ -
55% Burdens						\$ -
15% Markup						\$ -
Total Labor						\$ -

Equipment	QTY	UM	Rate	Extended
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Equipment				\$ -

Subcontractors	QTY	UM	Price	Extended
Badger (Pothole Fiber Line) 7/22/2024	1.00	LS	\$ 4,082.00	\$ 4,082.00
Subtotal				\$ 4,082.00
15% Markup				\$ 612.30
Total Subcontract				\$ 4,694.30

Material	QTY	UM	Price	Extended
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Material				\$ -

Miscellaneous	QTY	UM	Price	Extended
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Miscellaneous				\$ -

TOTAL COST				\$ 4,694.30
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UNIT PRICE (TOTAL COST/EST. QTY) \$ 4,694.30



Item 999-WC10

Invoice Number	2723155
Invoice Date	07-25-2024
Payment Terms	30 Net
Amount Due	\$ 4,082.00

BILL TO

JAMES CONSTRUCTION GROUP LLC

5880 W HWY 190, SUITE 100
Belton, TX 76513

REMIT TO

Badger Daylighting Corp

PO Box 95000
LB# 1627
Philadelphia, PA 19195-0001
Bank Routing #: 026013673
Account #: 03248177952

Customer Number	PO/Work Order	AFE/Job	Badger Sales Area
8881167	Job 10908-F0142	Job 10908-F0142	40029

Service Date	Ticket #	Unit #	Item Description	Qty	Unit of Measure	Unit Price	Amount
07-22-2024	TKT-072124-1258161	2258	Disposition	1	Each	200.00	200.00
07-22-2024	TKT-072124-1258161	2258	Badger Hydrovac With Operator	8	Hour	290.33	2,322.64
07-22-2024	TKT-072124-1258161	2258	Supply Water	1	Each	116.60	116.60
07-22-2024	TKT-072124-1258161	2258	Fluctuating Fuel Recovery	1	Each	320.48	320.48
07-22-2024	TKT-072124-1258161	2258	Consumable Materials	1	Each	29.15	29.15
07-22-2024	TKT-072124-1258161	2258	Support Truck	1	Day	291.50	291.50
07-22-2024	TKT-072124-1258161	2258	Badger Hydrovac With Operator Overtime	2.5	Hour	320.65	801.63
Total Due(USD)							4,082.00

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%). Please see attached tickets for additional detail. Please direct all invoicing inquiries to accountsreceivable@badgerinc.com or (877) 322-3437 and remittances to remittance@badgerinc.com



Item 999-WC10



JAMES CONSTRUCTION GROUP LLC
5880 W HWY 190, SUITE 100
Belton, TX, 76513

Badger Contact Info: 108 NXNE Drive
Hutto, TX 78634

Ticket Number: TKT-072124-1258161

Ticket Date: 07-22-2024

Job Number: SR0000539102

Paper Ticket #:

Title: JAMES CONSTRUCTION GROUP LLC
Culvert Cleanout 10907 - 06-17-2024 10:19
AM

PO/WO #:

Site Location: 2450 Old County Road Taylor, TX,
76574-4915

AFE/JOB #: Job 10908-F0142

Phone: 254 3461102

Requesters Name:

Cost Centre/GL:

Major/Minor:

Rig/Well Pad #:

Job Name:

User/Approver ID:

Other Order #:

This is not an invoice

Total subject to change based on taxes, fees and other charges.

Item	Item Description	Unit #	Quantity	Rate	UOM	Amount
Badger Hydrovac With Operator	Port To Port	2258	8	\$290.33	HR	\$2322.64
Badger Hydrovac With Operator Overtime	If Port to Port Time Exceeds 8 Hours Per Day	2258	2.5	\$320.65	HR	\$801.63
Consumable Materials	Per Operator/Per Day	2258	1	\$29.15	EA	\$29.15
Supply Water	Provided Onsite By Customer After First Load (With Water Truck)	2258	1	\$116.60	EA	\$116.60
Support Truck	Required For Additional Operator/Remote Hose	2258	1	\$291.50	DAY	\$291.50
Disposition	Provided Onsite By Customer (200.00 Per Load If Not Provided)	2258	1	\$200.00	EA	\$200.00
Fluctuating Fuel Recovery		2258			EA	\$320.48
Notes:						Ticket Total: \$4082.00

Approved By:

INVOICE
CO#4 DIJ ADDED BID ITEMS

Date: 10/10/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
709.00	LF	(677-6001) - Elimination of Existing Pav Mrks (4")	\$1.20	\$849.24
		PREPARED BY: GARY COUCH		
			Total	\$849.24

To: James Construction Group LLC
350 Highland Dr, Suite 200
Lewisville, TX 75067

Item 999-WC11

Application No: 2
Invoice No: 2253-2
Invoice Date: 6/20/2024
Terms: Net 30
Due Date: 7/20/2024
Period To: 6/20/2024
Project No: 2253
Contract Date: 8/31/2022

From: D.I.J. Construction, Inc.
P.O. Box 1609
2332 County Road 252
Bertram, TX 78605
(512) 355-2766

For:	
	Contract Sum.....76,460.28
	Completed to Date13,222.03
	Retainage.....1,322.21
	Total Earned less Retainage11,899.82
	Previous Billings.....1,805.27
	Current Payment Due.....10,094.55
	Sales Tax 0.00
	Total Due.....10,094.55

Item 999-WC11

ITEM NO.	DESCRIPTION	SCHEDULED QUANTITY	UNIT PRICE	SCHEDULED TOTAL	COMPLETED UNITS	COMPLETED TOTAL	QUANTITY THIS ESTIMATE	DUE THIS ESTIMATE
112	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	43,541 LF	0.31	13,497.71	0	0.00	0	0.00
113	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	37 LF	15.00	555.00	0	0.00	0	0.00
114	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	47,531 LF	0.31	14,734.61	5,606	1,737.86	0	0.00
115	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	370 LF	1.50	555.00	0	0.00	0	0.00
116	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	5,934 LF	2.00	11,868.00	0	0.00	0	0.00
117	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	261 LF	5.35	1,396.35	0	0.00	0	0.00
118	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	238 LF	9.20	2,189.60	0	0.00	0	0.00
119	REFL PAV MRK TY I (W)(ARROW)(100MIL)	53 EA	100.00	5,300.00	0	0.00	0	0.00
120	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	2 EA	250.00	500.00	0	0.00	0	0.00
121	REFL PAV MRK TY I (W)(WORD)(100MIL)	19 EA	120.00	2,280.00	0	0.00	0	0.00
122	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	1,136 LF	5.05	5,736.80	0	0.00	0	0.00
123	REFL PAV MRK TY II (W) 4" (BRK)	1,412 LF	0.15	211.80	0	0.00	0	0.00
124	REFL PAV MRK TY II (W) 4" (SLD)	30,443 LF	0.14	4,262.02	0	0.00	0	0.00
125	REFL PAV MRK TY II (Y) 4" (BRK)	3,710 LF	0.15	556.50	0	0.00	0	0.00
126	REFL PAV MRK TY II (Y) 4" (SLD)	30,121 LF	0.14	4,216.94	0	0.00	0	0.00
127	REFL PAV MRKR TY I-C	268 EA	14.00	3,752.00	0	0.00	0	0.00
128	REFL PAV MRKR TY II-A-A	1,178 EA	4.00	4,712.00	67	268.00	0	0.00
129	PAV SURF PREP FOR MRK (4")	6,200 LF	0.01	62.00	0	0.00	0	0.00
130	PAV SURF PREP FOR MRK (8")	1,730 LF	0.02	34.60	0	0.00	0	0.00
131	PAV SURF PREP FOR MRK (12")	259 LF	0.05	12.95	0	0.00	0	0.00
132	PAV SURF PREP FOR MRK (24")	114 LF	0.10	11.40	0	0.00	0	0.00
133	PAV SURF PREP FOR MRK (ARROW)	9 EA	1.00	9.00	0	0.00	0	0.00
134	PAV SURV PREP FOR MRK (WORD)	6 EA	1.00	6.00	0	0.00	0	0.00
CO1	WK ZN PAV MRK REMOV (Y)4"(SLD)	0 LF	0.93	0.00	2,456	2,284.08	2,456	2,284.08

ITEM NO.	DESCRIPTION	SCHEDULED QUANTITY	UNIT PRICE	SCHEDULED TOTAL	COMPLETED UNITS	COMPLETED TOTAL	QUANTITY THIS ESTIMATE	DUE THIS ESTIMATE
CO2	WK ZN PAV MRK REMOV (W)4"(SLD)	0 LF	0.93	0.00	2,986	2,776.98	2,986	2,776.98
CO3	ELIMINATE EXIST PAV MRK 4"	0 LF	1.13	0.00	5,447	6,155.11	5,447	6,155.11
				76,460.28		13,222.03		11,216.17

From: [Oscar Salazar-Bueno](#)
To: [Garett Sartin](#)
Cc: [Steven Shull](#); [61272_CR366\(Chandler to Carlos GParker\)](#); [Eddie R. Church](#)
Subject: FW: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay
Date: Wednesday, January 22, 2025 2:19:20 PM
Attachments: [image006.jpg](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

FYI.

Oscar

From: Kyle Oldham <koldham@prim.com>
Sent: Wednesday, January 22, 2025 12:17 PM
To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Asif Mirzazada <amirzazada@hntb.com>
Cc: 61272_CR366(Chandler to Carlos GParker) <61272_CR366?Chandler to Carlos GParker?@HNTB.com>; Brian Chaffe <bchaffe@prim.com>; Gary Couch <gcouch@prim.com>; Dalimar Rosario <drosario@prim.com>; Kayla Williams <kwilliams@prim.com>; Joey Williams <JoeyWilliams@prim.com>; Christen Eschberger <ceschberger@HNTB.com>
Subject: RE: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

External Email: Use caution when clicking on links, replying, or opening attachments.

Oscar-
JCG agrees with your markups. Thanks.

Kyle Oldham
Project Manager
12365 US 79 S.
Taylor, TX 76574
O: (254) 939-8610
C: (512) 966-3922
www.prim.com

PSC_Email_2016



"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Sent: Tuesday, January 21, 2025 4:12 PM
To: Kyle Oldham <koldham@prim.com>; Asif Mirzazada <amirzazada@hntb.com>
Cc: 61272_CR366(Chandler to Carlos GParker) <61272_CR366?Chandler to Carlos GParker?@HNTB.com>; Brian Chaffe <bchaffe@prim.com>; Gary Couch <gcouch@prim.com>; Dalimar Rosario <drosario@prim.com>; Kayla Williams <kwilliams@prim.com>; Joey Williams <JoeyWilliams@prim.com>; Christen Eschberger <ceschberger@HNTB.com>
Subject: RE: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

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Kyle,

See marked up letter, I will seek approval for the inefficiency request up to the amount of \$10,307.15. This figure plus the agreed upon TIA/Extended OH compensation of \$156,671.72, matches JCG's original request of \$166,978.87. Upon the approval of the Commissioner office, we will create an item in the balancing change order to include this compensation.

Please let me know if you have any questions.

Thanks,

Oscar Salazar-Bueno, PE

Sr. Resident Engineer

Williamson County Road Bond Program

Tel (512) 527-6734 **Mobile** (737) 237-3581 Email osalazarbueno@hntb.com

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101 E. Old Settlers Blvd., Ste. 225 | Round Rock, TX 78664 | hntb.com

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From: Kyle Oldham <koldham@prim.com>
Sent: Tuesday, January 21, 2025 3:35 PM
To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Asif Mirzazada <amirzazada@hntb.com>

Cc: 61272_CR366(Chandler to Carlos GParker) <61272_CR366?Chandler to Carlos GParker?@HNTB.com>; Brian Chaffe <bchaffe@prim.com>; Gary Couch <gcouch@prim.com>; Dalimar Rosario <drosario@prim.com>; Kayla Williams <kwilliams@prim.com>; Joey Williams <JoeyWilliams@prim.com>
Subject: RE: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

External Email: Use caution when clicking on links, replying, or opening attachments.

Oscar-

Please see the attached letter and MM Analysis. Upon approval, this will conclude JCG's recovery claim on the CR366 Project.

Feel free to reach out if you need additional information.

Thanks.

Kyle Oldham
Project Manager
12365 US 79 S.
Taylor, TX 76574
O: (254) 939-8610
C: (512) 966-3922
www.prim.com

PSC_Email_2016



"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Kyle Oldham
Sent: Thursday, January 16, 2025 2:29 PM
To: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>; Asif Mirzazada <amirzazada@hntb.com>
Cc: 61272_CR366(Chandler to Carlos GParker) <61272_CR366?Chandler to Carlos GParker?@HNTB.com>; Brian Chaffe <bchaffe@prim.com>
Subject: RE: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

Oscar-

We are in agreement with the TIA and \$156,671.72. As discussed in our in person meeting at

your office to get to the \$167K total amount we would submit an inefficiency claim to make up the difference. Brian and I will be submitting that shortly now that we have agreed on the TIA.

Thanks!

From: Oscar Salazar-Bueno <osalazarbueno@HNTB.com>

Sent: Thursday, January 16, 2025 1:35 PM

To: Asif Mirzazada <amirzazada@hntb.com>; Kyle Oldham <koldham@prim.com>

Cc: 61272_CR366(Chandler to Carlos GParker) <61272_CR366?Chandler to Carlos GParker?@HNTB.com>

Subject: RE: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

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Kyle,

Please confirm JCG's agreement to the extended OH of \$156,671.72. After confirmation, I will talk to Commissioner Boles to get his approval to include this compensation on the Balancing Change Order.

Thanks,

Oscar Salazar-Bueno, PE

Sr. Resident Engineer

Williamson County Road Bond Program

Tel (512) 527-6734 Mobile (737) 237-3581 Email osalazarbueno@hntb.com

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From: Asif Mirzazada <amirzazada@hntb.com>

Sent: Thursday, January 16, 2025 1:28 PM

To: Kyle Oldham <koldham@prim.com>

Cc: 61272_CR366(Chandler to Carlos G Parker) <61272_CR366?Chandler to Carlos G Parker?@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: CR366_Submittal #161_Time Impact Analysis_22IFB138-CR366 - Oncor Utility Delay

Kyle,

Attached, you will find the review document for Submittal 161.3, the TIA for CR 366 project. The TIA submission justifies a 76-day compensable delay with a total recoverable cost of \$156,671.72.

Please let me know if you have any questions.

Thank you,

Asif Mirzazada,
Sr. Field Engineer
Williamson County Road Bond Program
Mobile (512) 987-9179
Email amirzazada@hntb.com

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Note!: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Note!: This email originated from outside our organization. Be cautious when opening Links and Attachments that you were not expecting.

1-21-2025

JCG Letter# 10907-004

OSCAR SALAZAR-BUENO
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON COUNTY – CR366
Job #: 10907
Control#: 22IFB138
RE: Request for Cost Recovery Inefficiencies

Dear Mr. Salazar-Bueno:

James Construction Group (JCG) is requesting a change order to address unexpected costs incurred due to inefficiencies for work performed around existing utilities. As a result, JCG financed a tremendous amount of cost to build the roadway at JCG's expense, causing significant financial impact to JCG. Due to significant utility conflicts; this project was not given an opportunity to meet the contractual bid productions because of the significant number of inefficiencies introduced by the owners into this project throughout its duration.

JCG has used an industry standard method of calculating Inefficiencies called the Measured Mile Method. The methodology of the measured mile analysis is displayed in the below screen shot from TxDOT's publication.

Inefficiencies. Inefficiencies are impacts which cause losses in production rates. Inefficiencies are also called losses of productivity or underutilization of resources.

Before efficiency impacts can be discussed, it is important to define efficiency. The classic definition of efficiency is the ratio of input to output. Another definition of efficiency that we typically use in highway construction is the amount of work produced divided by the amount of time (sometimes listed as man-hours) required to produce the output.

Work output is commonly measured in units of work performed (cubic yards of excavation, feet of storm sewer line, etc.). Work input is commonly measured in units of resource utilization (man-hours of labor or equipment hours required) or periods of time (day, week, month). This results in efficiencies in work units per time unit (CY/man-hour, Ft/Day, etc.). The following figure is one example of inefficiency.

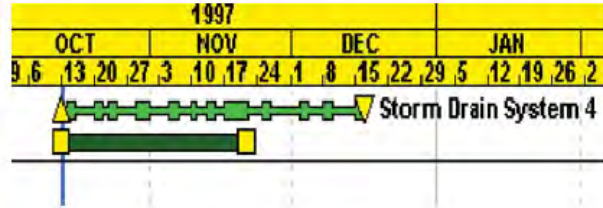


Figure 3. Example of Inefficiency

In the example, the Contractor planned to construct the storm sewer line in one continuous operation (shown by the bar with square end points). Because of some unidentified conflict, storm drain work spanned two months. The actual work in this example is shown by the bar with the triangular end points. The bar is expanded when work actually occurred. The bar is necked down where no work was underway.

Each small period of time the Contractor worked included start-up and take-down time. Therefore, more labor and equipment time was needed to perform the work than planned. The related impacts did not necessarily delay the project's completion, but the Contractor may be due additional compensation because the work cost more to construct than they could have reasonably anticipated.

There are several ways to calculate losses of efficiency. Each of these methods requires assumptions that must be validated before the approach is used as the basis for additional compensation.

- **Compare Actual Efficiency to Planned Efficiency.** This method assumes the Contractor's original plan and budget were realistic and achievable. In this case, one must also assume the Contractor assigned the crews and equipment on which the bid was based to the project.
- **Compare Actual Efficiency to Theoretical Efficiency.** This method compares the actual efficiency to the efficiency an expert states could have been expected. This method assumes the conditions used by the expert to calculate the theoretical efficiency rates are identical to the conditions encountered on the project, except for the impact. One must assume the Contractor's crews and equipment could operate at theoretical efficiency without the impact.
- **Compare Actual Efficiency to Actual Efficiency on Comparable Project.** This method assumes the conditions on the other project are identical to the conditions encountered on the project, except for the impact. One must assume the Contractor's crews and equipment could operate at the same efficiency on both projects without the impact.
- **Compare Actual Efficiency in Impacted Area to Actual Efficiency in Non-impacted Area (recommended approach).** This method is commonly referred to as the "measured mile" analysis. This method assumes the conditions on the impacted portion or time frame of the project are identical to the non-impacted portion or time frame, except for the impact.

Of these four methods, the measured mile analysis is recommended for use when data permits. Often within a project, the data for a measured mile analysis does not exist.

A measured mile analysis using the main lanes is not a reasonable approach if ramp construction is impacted as the work is not identical. In such a case, one of the other methods is recommended.

When calculating efficiencies, it is important to measure the actual and baseline efficiency using the same units. It is also important to note that inefficiencies may cause project delays resulting in additional costs beyond the inefficiency.

JCG, in calculating our damages due to inefficiencies, used the 4th scenario. JCG compared Actual Efficiency in Impacted Areas to Actual Efficiency in Non-impacted Areas.

The calculations of the Measured Mile Method can be seen in the screen shot below.

Inefficiencies. Use this information as a guide for calculating inefficiency damages assuming the project is not delayed by the inefficiencies. If the project has been delayed, calculate delay damages separately.

Inefficiencies primarily cause increases in the direct costs of labor, equipment and subcontractors. Materials are typically not affected by inefficiencies.

Use the following procedure to calculate efficiency damages:

Calculating Efficiency Damages

Step	Action
1	<ul style="list-style-type: none"> Identify the specific activity or activities that were affected. Identify the resources (crews, equipment and subcontracts) that were affected.
2	<ul style="list-style-type: none"> Determine what data is available for analysis. <ul style="list-style-type: none"> The best units to calculate efficiency losses are units of work (feet of storm sewer pipe, cubic yards of excavation, etc.) divided by man-hour of labor (or equipment hour) used. If this data is not available, units of work divided by time period (days, weeks or months) will provide a rough estimate of efficiency loss. Avoid measuring efficiency by dividing the value of work performed by the cost of the work.
3	<ul style="list-style-type: none"> Locate an equivalent area or time period that was not affected by TxDOT impacts. Calculate the non-impacted productivity to be used as a baseline.
4	<ul style="list-style-type: none"> Calculate the productivity of the impacted area or time period using the same units of measure as the baseline. Calculate the percentage loss of productivity using the following formula: $\text{Loss of Efficiency (\%)} = \frac{(\text{Impacted Productivity} - \text{Baseline Productivity}) * 100\%}{\text{Baseline Productivity}}$
5	Calculate the total cost of resources affected by the inefficiency.
6	Multiply total resource cost by loss of efficiency percentage to arrive at total.
7	Eliminate force account markups and payment for profit as only labor burden is compensable as a damage.

The Procedure for JCG calculation of inefficiencies is broken down to the following Steps:

- 1) Data Collection
 - a. Quantities
 - b. Man hours
 - c. Labor cost
 - d. Equipment cost
 - e. Total Cost Unit Rate
- 2) Identifying similar in kind efficient and inefficient work with locations and time frames
- 3) Comparison of efficient vs inefficient work
- 4) Calculating the results of inefficient work due to impacts beyond our Control

5) Summary

Procedure

1) Data Collection

a. Quantities

- i. JCG utilized the monthly pay estimates for the duration of the project to build a monthly quantity database in excel.

b. Man Hours

- i. JCG used general payroll ledgers and timesheets to calculate the actual man-hours that JCG spent each month by pay item. There are tabs in the attached excel sheets detailing the manhours logged for each activity. These manhours were filtered by month and item to provide the actual manhours spent to earn the quantities for each month.

c. Labor cost

- i. JCG used general payroll ledgers to calculate the actual payroll cost for direct labor by dividing the total cost for labor on an item by the total man-hours spent on the same item. This cost varies per bid item due to the different crews that work on different pay items. This unit cost for labor was used of the entire lifespan of the project in this measured mile analysis. In doing so, JCG avoids including escalation in the Measured Mile analysis.

d. Equipment Cost

- i. JCG used internal equipment logs to find the total hours by equipment type for each impacted bid item. These hours were then multiplied by the equipment watch operating rate to calculate the operating cost. JCG summed up all the calculated equipment cost per bid item then divided the total equipment cost by the total man hours used for that bid item resulting in an equipment unit rate per man hour.

e. Total Cost per Man Hour

- i. The unit rate for labor was added to the unit rate of equipment per manhour to calculate the total cost per man hour.

2) Identifying Efficient and Inefficient work with locations and time frames

- a. JCG determined the production by month for every pay item as it was performed on the project. JCG divided the total quantity for each pay item by the total direct manhours charged to perform that quantity. The production rates for efficient timeframes and locations are highlighted in the Measured Mile Spreadsheet. In situations where it appears payment was delayed or early, an average of several months was used to calculate production rates to accurately portray the experienced production rates. Each Pay item has a short narrative explaining the location and period of the efficient work and the inefficient work performed as well as marked up plan sheets and arials showing the impacted locations pre and post

impact. JCG only analyzed original contract items, excluding change order and force account pay items assuming the true cost of the work was negotiated in the change order. JCG has excluded rework or repair labor and equipment cost from all calculations for inefficiencies. In doing so, JCG excluded its own inefficiencies from this analysis.

3) Comparison of Efficient vs. Inefficient work

- a. As identified in the previous step, JCG used the efficient work rates to establish our capability to perform the work without and disruption. The inefficient rates of production were compared to the efficient rates of production to calculate the production inefficiency.
- b. A summary calculation for our inefficiency calculation is provided on each excel sheet. This analysis followed the most desirable recommendation provided in the TxDOT Tips Sheet for calculating inefficiencies.

JCG also used the loss of efficiency (%) method explained in TxDOT's tip sheets as a secondary method to calculate the total cost of inefficiency:

Both methods for calculating the total cost of inefficiency are calculated and shown on each tab in the excel spreadsheet for every pay item JCG is requesting inefficiency cost recovery. Each item in the summary below has a Calculation tab and a Labor and Equipment Ledger tab. JCG will be willing and able to explain and or defend its position upon request.

I will seek approval from management

Summary:

JCG is requesting the total amount summarized below for cost recovery for Flex Base Item 247-6044 work, due to Inefficiencies while performing around utility disruptions and conflicts.

Cont Item	Description	Damage
2476044	FL BS (C.I.P.)(TY-A GR 4)(FINAL)	\$ 18,903.83

As stated JCG is only seeking the valued submitted in the original request. See Breakdown below:

\$166,978.87	Original Request
\$156,671.72	TIA FINAL OH Agreed Upon
\$ 10,307.15	Balance
81.00	Days Charged over contract
76.00	TIA Days Accepted
5.00	LD Days at Risk
\$ 1,285.00	\$/Day LD's
\$ 6,425.00	LD \$ at \$ Risk

Remove - no LD's assessed

5880 West US Hwy 190
Belton, 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611



\$ 16,732.15	Sub Total of Requested Balance and LD's Remaining after TIA
\$ 18,903.83	InEFF Calculated
\$ 2,171.68	Partnering Deduct
\$ 16,732.15	Partnering InEFF Requested

In Summary JCG is submitting Six Teen Thousand Seven Hundred Thirty-Two and Fifteen Cents to offset the remaining balance of cost recovery and damage risk for JCG.

Respectfully yours,
James Construction Group

A handwritten signature in black ink that reads 'B.C. Chaffe'.

Brian Chaffe
Operations Manager

CC: Kyle Oldham; Joey Williams; Asif Mirzazada

5880 West US Hwy 190
Belton, 76513
Job Phone: (254) 939-8610
Job Fax: (254) 939-8611



Change Order Worksheet

Contract Name CR 366

Solicitation # 22IFB138

Date awarded 9/28/2022

Awarded Contract Amount \$17,694,262.46

Percentage Change

Change order #1 \$11,562.50

0.07%

Change order #2 \$82,015.80

0.46%

Change order #3 \$71,050.63

0.40%

Change order #4 \$67,778.02

0.38%

Change order #5 -\$318,499.67

-1.80%

Total changes to date (\$86,092.72)

-0.49%

(Running totals here)

Adjusted contract amount \$17,608,169.74

Commissioners Court - Regular Session**75.****Meeting Date:** 02/25/2025

22IFB138 CR 366 - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 366, a Road Bond project in Commissioner Pct. 4. P: 296 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 366 have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

22IFB138 CR366-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 03:27 PM

Started On: 02/08/2025 06:33 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1581LH

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 366
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM MALLARD LANE TO CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.609806
Longitude (W) (-###.#####)	-97.452044
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111615027
What is the name of the Regulated Entity (RE)?	CR 366
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM MALLARD LANE TO CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.609806
Longitude (W) (-###.#####)	-97.452044
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5125348178

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT
ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

2/8/25, 6:36 PM

ApplicationSummaryReport

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1581LH

Commissioners Court - Regular Session**76.****Meeting Date:** 02/25/2025

22IFB141 CR 258 Extension - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 258 Extension, a Road Bond project in Commissioner Pct. 2. P: 277 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 258 Extension have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB141-CR258-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 03:28 PM

Started On: 02/08/2025 06:40 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1588KV

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 258 EXTENSION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	US 183 TO 361 EAST OF EXISTING CR 258
City	LEANDER
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.674183
Longitude (W) (-###.#####)	-97.879372
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111589545
What is the name of the Regulated Entity (RE)?	CR 258 EXTENSION
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	US 183 TO 361 EAST OF EXISTING CR 258
City	LEANDER
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.674183
Longitude (W) (-###.#####)	-97.879372
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5125348178

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT
ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1588KV

Commissioners Court - Regular Session

77.

Meeting Date: 02/25/2025

23IFB12 CR 245 Reconstruction - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 245 Reconstruction, a Road Bond project in Commissioner Pct. 3. P: 353 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on CR 245 Reconstruction have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB12 CR245-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:31 PM

Started On: 02/08/2025 06:52 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1571LQ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 245 RECONSTRUCTION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	NORTH OF RM 2338 TO RONALD REAGAN BLVD.
City	GEORGETOWN
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.#####)	30.432069
Longitude (W) (-###.#####)	-97.462409
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111638979
What is the name of the Regulated Entity (RE)?	CR 245 RECONSTRUCTION
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	NORTH OF RM 2338 TO RONALD REAGAN BLVD.
City	GEORGETOWN
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.#####)	30.432069
Longitude (W) (-###.#####)	-97.462409
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5125348178

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT
ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1571LQ

Commissioners Court - Regular Session**78.****Meeting Date:** 02/25/2025

23IFB34 CR 307 Reconstruction - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 307 Reconstruction, a Road Bond project in Commissioner Pct. 4. P: 394 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 307 Reconstruction have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB34-CR307-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:29 PM

Started On: 02/08/2025 06:57 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1520MG

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 307 RECONSTRUCTION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	0.50 MILE NORTH OF CR 305 TO CR 305 0.11 MILE WEST OF CR 307 TO 0.14 MILE EAST CR 307.
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.#####)	30.83865
Longitude (W) (-###.#####)	-97.617749
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111706172
What is the name of the Regulated Entity (RE)?	CR 307 RECONSTRUCTION
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	0.50 MILE NORTH OF CR 305 TO CR 305 0.11 MILE WEST OF CR 307 TO 0.14 MILE EAST CR 307.
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.#####)	30.83865
Longitude (W) (-###.#####)	-97.617749
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1520MG

Commissioners Court - Regular Session**79.****Meeting Date:** 02/25/2025

24IFB14 CR 332 Realignment - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 332 Realignment, a Road Bond project in Commissioner Pct. 4. P: 366 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on the CR 332 Realignment have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB14-CR332-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:23 PM

Started On: 02/08/2025 07:08 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1569PR

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 332 REALIGNMENT
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	CITY OF JARRELL. 1900 NORTH OF CR 313 TO 1650 SOUTH OF FM 487.
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.#####)	30.812877
Longitude (W) (-###.#####)	-97.58773
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111887618
What is the name of the Regulated Entity (RE)?	CR 332 REALIGNMENT
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	CITY OF JARRELL. 1900 NORTH OF CR 313 TO 1650 SOUTH OF FM 487.
City	JARRELL
State	TX
ZIP	76537
County	WILLIAMSON
Latitude (N) (##.#####)	30.812877
Longitude (W) (-###.#####)	-97.58773
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1569PR

Commissioners Court - Regular Session**80.****Meeting Date:** 02/25/2025

24IFB23 CR 129 - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 129, a Road Bond project in Commissioner Pct. 4. P: 375 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 129 have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB23-CR129 -NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:17 PM

Started On: 02/08/2025 07:12 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1534QH

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 129
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM SOUTH OF BRUSHY CREEK TO NORTH OF WILLIAMSON COUNTY LINE
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.2856
Longitude (W) (-###.#####)	-97.30188
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111940961
What is the name of the Regulated Entity (RE)?	CR 129
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	FROM SOUTH OF BRUSHY CREEK TO NORTH OF WILLIAMSON COUNTY LINE
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.2856
Longitude (W) (-###.#####)	-97.30188
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name

HNTB COMPANIES

Prefix

First

JULISSA

Middle

Last

VASQUEZ

Suffix

Credentials

Title

CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1534QH

Commissioners Court - Regular Session**81.****Meeting Date:** 02/25/2025

T4327 Great Oaks Drive Improvement at Brushy Creek - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for Great Oaks Drive Improvement at Brushy Creek, a Road Bond project in Commissioner Pct. 3. P: 270 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The construction activities on Great Oaks Drive Improvement at Brushy Creek have been completed, including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T4327_GreatOaksDr-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 02:08 PM

Started On: 02/08/2025 07:16 PM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1590GE

Site Information (Regulated Entity)

What is the name of the site to be authorized?	GREAT OAKS DRIVE IMPROVEMENTS AT BRUSHY CREEK
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	ALONG GREAT OAKS DRIVE FROM BRIGHTWATER BLVD TO OAK RIDGE DRIVE
City	ROUND ROCK
State	TX
ZIP	78681
County	WILSON
Latitude (N) (##.#####)	30.519925
Longitude (W) (-###.#####)	-97.734473
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111309860
What is the name of the Regulated Entity (RE)?	GREAT OAKS DRIVE IMPROVEMENTS AT BRUSH CREEK
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	ALONG GREAT OAKS DRIVE FROM BRIGHTWATER BLVD TO OAK RIDGE DRIVE
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.#####)	30.519925
Longitude (W) (-###.#####)	-97.734473
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	SUITE 100
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	

Credentials	
Title	CONSTRUCTION CONTRACT ADMIN
Enter new address or copy one from list:	
Mailing Address	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD
Routing (such as Mail Code, Dept., or Attn:)	STE 225
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1590GE

Commissioners Court - Regular Session**82.****Meeting Date:** 02/25/2025

23IFB13 Bud Stockton Extension - Change Order #5 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of (\$49,103.60) for Project 23IFB13 Bud Stockton Extension (Cash Construction) P: 307 Funding Source: Road Bond.

Background

This Change Order provides the balancing of the vegetative watering items used in the project. This Change Order accounts for the final balancing of items on the project. This Change Order results in a net decrease of \$49,103.60 to the Contract amount, for an adjusted Contract total of \$5,711,847.02. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, \$205,427.98 has been deducted from the Contract, resulting in a 3.47% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB13 Bud Stockton-CO#5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 03:47 PM

Started On: 02/17/2025 07:56 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project # 23IFB13**TABLE A:** Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
0168-WC01	VEGETATIVE WATERING	MG	\$26.00	2,640.00	\$68,640.00	(1,888.60)	751.40	\$19,536.40	(\$49,103.60)
	TOTALS				\$68,640.00			\$19,536.40	(\$49,103.60)

Williamson County Road Bond Program

**Bud Stockton Extension
Williamson County Project No. 23IFB13**

Change Order No. 5

Reason for Change

This Change Order provides the balancing for the vegetative watering item used on the project. This Change Order accounts for the final balancing of items on the project.

This Change Order results in a net decrease of \$49,103.60 to the Contract amount, for an adjusted Contract total of \$5,711,847.02. The original Contract amount was \$5,917,275.00. As a result of this and all Change Orders to-date, \$205,427.98 has been deducted from the Contract, resulting in a 3.47% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Bud Stockton Extension		Solicitation #:	23IFB13
Date awarded	12/20/2022			
Awarded Contract Amount	\$5,917,275.00		Percentage Change	
Change order #1	\$35,830.59		0.61%	
Change order #2	\$97,110.00		1.64%	
Change order #3	-\$292,169.97		-4.94%	
Change order #4	\$2,905.00		0.05%	
Change order #5	-\$49,103.60		-0.83%	
Total changes to date	(\$205,427.98)		-3.47%	(Running totals here)
Adjusted contract amount	\$5,711,847.02			

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**83.****Meeting Date:** 02/25/2025

23IFB8 Corridor H - Sam Bass Road Change Order #8 (BCMUD AT&T)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of \$35,881.14 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the Brushy Creek Municipal Utility District (BCMUD) 6-inch water line "A". This was necessary due to the AT&T lines not being relocated. Had AT&T been relocated, the Contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the Contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard. Please see the attached Change Order for additional details. This Change Order results in a net increase of \$35,881.14 to the Contract amount, for an adjusted Contract total of \$34,459,783.96. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$1,686,175.04 has been deducted from the Contract, resulting in a 4.66% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB8 CorridorH/SamBassRd-CO#8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 02/19/2025

Reviewed By

Delia Colon

Date

02/19/2025 04:09 PM

Started On: 02/17/2025 08:02 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Project # 23IFB8

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
BC-999-004	BCMUD TRENCH HAMMERING DUE TO AT&T	LS	\$29,483.62	0.00	\$0.00	1.00	1.00	\$29,483.62	\$29,483.62
999 WC08	Walsh Ranch Electrical Conduit	LS	\$6,397.52	0.00	\$0.00	1.00	1.00	\$6,397.52	\$6,397.52
TOTALS					\$0.00			\$35,881.14	\$35,881.14

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8**

Change Order No.8

Reason for Change

This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line "A". This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

Following is a summary of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
BC-999-004	BCMUD TRENCH HAMMERING DUE TO AT&T	1.0	LS
999 WC08	WALSH RANCH ELECRICAL CONDUIT	1.0	LS

This Change Order results in a net increase of \$35,881.14 to the Contract amount, for an adjusted Contract total of \$34,459,783.96. The original Contract amount was \$36,145,959.00. As a result of this and all Change Orders to-date, \$1,686,175.04 has been deducted from the Contract, resulting in a 4.66% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name Corridor H - Sam Bass Rd

Solicitation #: 23IFB8

Date awarded 1/13/2023

Awarded Contract Amount \$36,145,959.00

Percentage Change

Change order #1	-\$2,394,078.12	-6.62%
Change order #2	\$5,250.00	0.01%
Change order #3	\$56,523.26	0.16%
Change order #4	\$70,739.02	0.20%
Change order #5	\$68,580.18	0.19%
Change order #6	\$182,734.17	0.51%
Change order #7	\$288,195.31	0.80%
Change order #8	\$35,881.14	0.10%

Total changes to date (\$1,686,175.04)

-4.66%

(Running totals here)

Adjusted contract amount \$34,459,783.96

Item BC-999-004

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road					
ITEM:	CPR #40 - BCMUD Line A - Working Around AT&T					
DATE:	12/2/2024					
Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	CPR #40 - BCMUD Line A - Working Around AT&T	1.00	LS	10.00	\$29,483.62	\$29,483.62
	GRAND TOTAL					\$29,483.62
Notes:						
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.						

Item BC-999-004

BREAKDOWN WORKSHEET

Item:

CPR #40 - BCMUD Line A - Working Around AT&T

Date:

12/2/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	4	HR	\$63.94	\$255.76			
Foreman (1)	4	HR	\$53.61	\$214.44			
Laborer (1)	4	HR	\$20.00	\$80.00			
Laborer (2)	36	HR	\$18.00	\$648.00			
Laborer (3)	18	HR	\$18.00	\$324.00			
Laborer (4)	18	HR	\$18.00	\$324.00			
Pipelaye (1)	4	HR	\$23.11	\$92.44			
Pipelaye (2)	4	HR	\$21.50	\$86.00			
Pipelaye (3)	39	HR	\$24.00	\$936.00			
Loader Operator (1)	4	HR	\$23.91	\$95.64			
Loader Operator (2)	8	HR	\$22.52	\$180.16			
Excavator Operator (1)	4	HR	\$26.27	\$105.08			
Excavator Operator (2)	100	HR	\$25.74	\$2,574.00			
Excavator Operator (3)	10	HR	\$29.00	\$290.00			
Excavator Operator (4)	23	HR	\$27.00	\$621.00			
Excavator Operator (5)	47	HR	\$25.00	\$1,175.00			
Subtotal				\$8,001.52			
MATERIAL							
					\$0.00		
Subtotal					\$0.00		
EQUIPMENT							
Deere 624K	4	HR	\$67.08			\$268.32	
CAT 350	124.5	HR	\$122.04			\$15,193.98	
CAT 320	53	HR	\$95.08			\$5,039.24	
Subtotal						\$20,501.54	
SUB							
Chapman Trenching 0-6'	-75	LF	\$6.00				-\$450.00
Chapman Trenching 6-8'	-225	LF	\$8.00				-\$1,800.00
Chapman Trenching 8-10'	-400	LF	\$10.00				-\$4,000.00
Subtotal							-\$6,250.00
Subtotals				\$8,001.52	\$0.00	\$20,501.54	-\$6,250.00
Burden on Direct Labor - 50%				\$4,000.76			
Direct Labor - 10%				\$1,200.23			
Material -15%					\$0.00		
Equipment - 10%						\$2,050.15	
Subcontracts -5%							-\$312.50
Subtotals				\$13,202.51	\$0.00	\$22,551.69	-\$6,562.50
Change Proposal Subtotal							\$29,191.70
Bond (1%)							\$291.92
Total Change Proposal							\$29,483.62

Item 999 WC08

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #25 - Installing Conduit for Oncor						
DATE:	6/11/2024						
Item #	Description	Qty.	Unit	Prod. / Day	Additional Days	Unit Bid	Bid Amount
1	CPR #25 - Installing Conduit for Oncor	1.00	LS		2.00	\$6,397.52	\$6,397.52
GRAND TOTAL							\$6,397.52
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET

Item: CPR#25 - Installing Conduit for Oncor
Date: 7/19/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	\$63.94	\$63.94			
Trencher Operator	2	HR	\$30.21	\$60.42			
Dozer Operator	3	HR	\$25.50	\$76.50			
Loader Operator(1)	7	HR	\$24.48	\$171.36			
Exc Operator	2	HR	\$27.00	\$54.00			
Subtotal				\$426.22			
MATERIAL							
C900 (Conduit)	70	LF	\$16.07		\$1,124.90		
					\$0.00		
Subtotal					\$1,124.90		
EQUIPMENT							
Deere 624K	7	HR	\$103.08			\$721.56	
Vermeer T1055	2	HR	\$1,209.36			\$2,418.72	
Cat 349	2	HR	\$194.17			\$388.34	
Dynapac Roller	2	HR	\$96.91			\$193.82	
Subtotal						\$3,722.44	
SUB							
							\$0.00
							\$0.00
Subtotal							\$0.00
Subtotals				\$426.22	\$1,124.90	\$3,722.44	\$0.00
Burden on Direct Labor - 55%				\$234.42			
Direct Labor - 15%				\$99.10			
Material -15%					\$168.74		
Equipment - 15%						\$558.37	
Subcontracts -5%							\$0.00
Subtotals				\$759.74	\$1,293.64	\$4,280.81	\$0.00
Change Proposal Subtotal							\$6,334.18
Bond (1%)							\$63.34
Total Change Proposal							\$6,397.52

Date 8/15/2024

I, Damaris Flores Payroll Coordinator (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Cash Construction Company, Inc. on the (Contractor or Subcontractor)

Job: 1009. Corridor H/Sam Bass Road ; that during the payroll period commencing on the (Building or Work)

1 day of August, 2024, and ending the 7 day of August 2024

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Cash Construction Company, Inc. (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. §3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

[X] - In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

[] - Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	

NAME AND TITLE Damaris Flores Payroll Coordinator	SIGNATURE Damaris Flores
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Aguirre, J Guadalupe - 1004																	
M/EX: M/2				Race/Sex: H/M													
Cash Construction Company, Inc / Foreman																	
EEO Class:				Check #: 081420241													
TX Davis Bacon / Foreman	Salary	8.00	8.00	0.00	0.00	8.00	8.00	8.00	40.00	60.000	2,400.00	Other		585.53	FWH		202.68
												Other Taxable		0.00	FICA - Social Security		139.02
												Other Non Taxable		0.00	FICA - Medicare		32.51
												Project Total		2,400.00	Additional Medicare Tax		
															TXSWH		
															Health Ins		138.65
															Other		27.91
															2,400.00	540.77	1,859.23
															Hours (Reg/OT): 40.00 / 0.00		
Alfaro Zaragoza, Miguel Angel - 1																	
M/EX: M/8				Race/Sex: H/M													
Cash Construction Company, Inc / Roller Operator (405)																	
EEO Class:				Check #: 081420241													
TX Davis Bacon / Roller, Other	Regular Hourly	11.00	10.50	11.00	7.50	0.00	0.00	0.00	40.00	19.960	798.40	Other		227.18	FWH		97.43
TX Davis Bacon / Roller, Other	Overtime Hourly	0.00	0.00	0.00	2.50	11.00	11.00	11.00	36.50	29.940	1,062.87			227.18	FICA - Social Security		115.40
												Other Taxable		0.00	FICA - Medicare		26.99
												Other Non Taxable		0.00	Additional Medicare Tax		
												Project Total		1,861.27	TXSWH		
															1,861.27	239.82	1,621.45
															Hours (Reg/OT): 40.00 / 35.50		
Arce Garcia, Jose Luis - 1013																	
M/EX: M/0				Race/Sex: H/M													
Cash Construction Company, Inc / Motor Grader Fine (390)																	
EEO Class:				Check #: 081420241													
TX Davis Bacon / Motor Grader, Fine Grade	Regular Hourly	11.00	10.50	11.00	7.50	0.00	0.00	0.00	40.00	36.000	1,440.00	Other		886.67	FWH		321.01
TX Davis Bacon / Motor Grader, Fine Grade	Overtime Hourly	0.00	0.00	0.00	2.50	11.00	11.00	11.00	35.50	54.000	1,917.00			886.67	FICA - Social Security		206.00
												Other Taxable		0.00	FICA - Medicare		48.18
												Other Non Taxable		0.00	Additional Medicare Tax		
												Project Total		3,357.00	TXSWH		
															Health Ins		24.51
															Other		9.88
															3,357.00	609.59	2,747.41
															Hours (Reg/OT): 40.00 / 35.50		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Arredondo, Anthony Martin - 1337 M/EX: S/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Utility (175) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Utility	Regular Hourly	10.00	8.50	0.00	0.00	10.00	10.00	0.00	38.50	23.690	912.07	Other		118.15	FWH		104.32
												Other Taxable		118.15	FICA - Social Security		73.61
												Other Non Taxable		0.00	FICA - Medicare		17.22
												Project Total		912.07	Additional Medicare Tax		
															TXSWH		
															Health Ins		50.48
															Other		126.86
															1,249.86	372.47	877.19
															Hours (Reg/OT): 40.00 / 8.50		
Arvizu, Oscar - 746304 M/EX: S/O Race/Sex: H/M Cash Construction Company, Inc / Pipelayer (205) EEO Class: Check #: 081420241																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.50	10.50	0.00	0.00	8.00	10.50	0.50	40.00	24.500	980.00	Other		212.21	FWH		
TX Davis Bacon / Pipelayer	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.50	10.50	36.750	385.88			212.21	FICA - Social Security		84.09
												Other Taxable		0.00	FICA - Medicare		19.80
												Other Non Taxable		0.00	Additional Medicare Tax		
												Project Total		1,365.88	TXSWH		
															1,365.88	104.49	1,261.39
															Hours (Reg/OT): 40.00 / 10.50		
Banegas Flores, Elguin Osmani - M/EX: S/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Utility (175) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Utility	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	22.000	880.00	Other		182.35	FWH		
TX Davis Bacon / Laborer - Utility	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	33.000	511.50			182.35	FICA - Social Security		78.09
												Other Taxable		0.00	FICA - Medicare		18.27
												Other Non Taxable		0.00	Additional Medicare Tax		
												Project Total		1,391.50	TXSWH		
															1,259.50	96.36	1,163.14
															Hours (Reg/OT): 40.00 / 11.50		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)			
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Banegas, Milton Ariel - 2246 M/EX: M/O Race/Sex: H/M Cash Construction Company, Inc / Pipelayer (205) EEO Class: Check #: 081420241																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	24.000	960.00	Other		197.86	FWH		
TX Davis Bacon / Pipelayer	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	38.000	558.00			197.86	FICA - Social Security	85.19	
								Other Taxable			0.00				FICA - Medicare	19.93	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,518.00				TXSWH		
															1,374.00	105.12	1,268.88
															Hours (Reg/OT): 40.00 / 11.50		
Bietz, Joseph Matthew - 2338 M/EX: H/O Race/Sex: W/M Cash Construction Company, Inc / Haul Truck Driver (609) EEO Class: Check #: 081420241																	
TX Davis Bacon / Lowboy-Float	Regular Hourly	0.00	1.75	0.00	0.00	0.00	0.00	0.00	1.75	28.000	50.75	Other		20.58	FWH		54.18
								Other Taxable			0.00			20.58	FICA - Social Security	97.12	
								Other Non Taxable			0.00				FICA - Medicare	22.71	
								Project Total			50.75				Additional Medicare Tax		
															TXSWH		
															Health Ins	99.39	
															Other	242.88	
															1,747.25	516.28	1,230.99
															Hours (Reg/OT): 40.00 / 13.50		
Castillo Mendoza, Emerson Sami M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Common (172) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.50	10.00	0.00	0.00	10.50	9.00	0.00	40.00	19.000	760.00	Other		150.95	FWH		43.07
TX Davis Bacon / Laborer - Common	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	1.00	10.00	11.00	28.500	313.50			150.95	FICA - Social Security	66.55	
								Other Taxable			0.00				FICA - Medicare	15.56	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,073.50				TXSWH		
															1,073.50	125.18	948.32
															Hours (Reg/OT): 40.00 / 11.00		

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Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)			
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
<div>Castro Banegas Velasques, Jose<div>M/EX: S/O<div>Race/Sex: H/M</div></div><div>Cash Construction Company, Inc / Laborer - Common (172)</div><div>EEO Class:<div>Check #: 081420241</div></div></div>																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	18.000	760.00	Other		167.95	FWH		
TX Davis Bacon / Laborer - Common	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	28.500	441.75			187.95	FICA - Social Security	87.44	
								Other Taxable			0.00				FICA - Medicare	15.78	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,201.75				TXSWH		
															1,087.75	83.22	1,004.53
															Hours (Reg/OT): 40.00 / 11.50		
<div>Cedillo Perez, Rafael - 246288<div>M/EX: S/O<div>Race/Sex: H/M</div></div><div>Cash Construction Company, Inc / Front Loader over 3 (369)</div><div>EEO Class:<div>Check #: 081420241</div></div></div>																	
TX Davis Bacon / Front End Loader, over 3 CY	Regular Hourly	10.00	10.00	0.00	0.00	10.00	10.00	0.00	40.00	22.520	900.80	Other		168.01	FWH		
TX Davis Bacon / Front End Loader, over 3 CY	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	33.780	337.80			188.01	FICA - Social Security	76.79	
								Other Taxable			0.00				FICA - Medicare	17.98	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,238.60				TXSWH		
															1,238.60	94.75	1,143.85
															Hours (Reg/OT): 40.00 / 10.00		
<div>Diaz Jaimes, Adrian - 2014<div>M/EX: H/O<div>Race/Sex: H/M</div></div><div>Cash Construction Company, Inc / Large Hoe Excavator (342)</div><div>EEO Class:<div>Check #: 081420241</div></div></div>																	
TX Davis Bacon / Excavator, over 50,000 lbs	Regular Hourly	0.00	0.00	10.00	0.00	0.00	0.00	0.00	10.00	23.540	235.40	Other		38.00	FWH		
								Other Taxable			0.00			38.00	FICA - Social Security	102.16	
								Other Non Taxable			0.00				FICA - Medicare	23.89	
								Project Total			235.40				Additional Medicare Tax		
															TXSWH		
															1,647.80	126.05	1,521.75
															Hours (Reg/OT): 40.00 / 20.00		

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Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Duarte Maradiaga, Jose David - 2 M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Utility (175) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Utility	Regular Hourly	10.50	10.00	0.00	0.00	10.50	9.00	0.00	40.00	22.000	880.00	Other		163.84	FWH		
TX Davis Bacon / Laborer - Utility	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	1.00	10.00	11.00	33.000	363.00			163.84	FICA - Social Security	77.06	
											Other Taxable			0.00	FICA - Medicare	18.02	
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			1,243.00	TXSWH		
															1,243.00	95.08	1,147.92
															Hours (Reg/OT): 40.00 / 11.00		
Espinoza Saucedo, Sergio - 1880 M/EX: S/O Race/Sex: H/M Cash Construction Company, Inc / Foreman EEO Class: Check #: 081420241																	
TX Davis Bacon / Foreman	Regular Hourly	10.50	0.00	6.00	8.00	1.00	0.00	0.00	25.50	25.090	639.79	Other		335.95	FWH		266.74
TX Davis Bacon / Foreman	Overtime Hourly	0.00	0.00	0.00	0.00	5.50	0.00	0.00	6.50	37.635	206.99			335.95	FICA - Social Security	119.39	
											Other Taxable			0.00	FICA - Medicare	27.92	
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			846.78	TXSWH		
															Health Ins		
															Other		
															1,925.86	414.05	1,511.81
															Hours (Reg/OT): 40.00 / 24.50		
Fish, Andrew - 1074 M/EX: S/2 Race/Sex: W/M Cash Construction Company, Inc / Haul Truck Driver (609) EEO Class: Check #: 081420241																	
TX Davis Bacon / Lowboy-Float	Regular Hourly	0.00	5.75	0.00	0.00	0.00	0.00	0.00	5.75	27.500	158.13	Other		73.49	FWH		150.28
											Other Taxable			73.49	FICA - Social Security	91.45	
											Other Non Taxable			0.00	FICA - Medicare	21.39	
											Project Total			158.13	Additional Medicare Tax		
																TXSWH	
															Health Ins	99.39	
															Other	78.72	
															1,574.41	441.23	1,133.18
															Hours (Reg/OT): 40.00 / 11.50		

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Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Flores Gonzalez, Florentino - 107 M/EX: S/1 Race/Sex: H/M Cash Construction Company, Inc / Foreman EEO Class: Check #: 081420241																	
TX Davis Bacon / Foreman	Regular Hourly	0.00	0.00	10.00	5.00	0.00	0.00	0.00	15.00	30.990	464.85	Other		169.56	FWH	389.20	
											0.00			169.56	FICA - Social Security	147.38	
											0.00				FICA - Medicare	34.47	
															Additional Medicare Tax		
															TXSWH		
															Health Ins	24.51	
															Other	21.18	
															2,401.73	616.74	1,784.99
															Hours (Reg/OT): 40.00 / 25.00		
Flores Hernandez, Efrain - 1079 M/EX: M/6 Race/Sex: H/M Cash Construction Company, Inc / Trencher Operator EEO Class: Check #: 081420241																	
TX Davis Bacon / Trenching Machine, Heavy	Regular Hourly	0.00	10.50	0.00	0.00	10.50	9.00	0.00	30.00	32.040	961.20	Other		457.39	FWH	106.69	
TX Davis Bacon / Trenching Machine, Heavy	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	1.50	11.00	12.50	48.060	600.75			457.39	FICA - Social Security	109.93	
											0.00				FICA - Medicare	26.71	
											0.00				Additional Medicare Tax		
															TXSWH		
															Health Ins	99.39	
															Other	28.95	
											1,561.95				1,882.35	370.87	1,511.68
															Hours (Reg/OT): 40.00 / 12.50		
Flores, Marbin Omar - 2352 M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Pipelayer (205) EEO Class: Check #: 081420241																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.50	10.50	0.00	0.00	10.50	8.50	0.00	40.00	23.000	920.00	Other		179.28	FWH		
TX Davis Bacon / Pipelayer	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	2.00	11.00	13.00	34.500	448.50			179.28	FICA - Social Security	84.85	
											0.00				FICA - Medicare	19.85	
											0.00				Additional Medicare Tax		
															TXSWH		
											1,368.50				1,368.50	104.70	1,263.80
															Hours (Reg/OT): 40.00 / 13.00		

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Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)					
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay		
Fuentes, Daniel A. - 1616																			
M/EX: S/O		Race/Sex: H/M																	
Cash Construction Company, Inc / Front Loader over 3 (369)																			
EEO Class:		Check #: 081420241																	
TX Davis Bacon / Front End Loader, over 3 CY	Regular Hourly	11.00	10.50	11.00	7.50	0.00	0.00	0.00	40.00	23.110	924.41	Other		282.55	FWH		9.51		
TX Davis Bacon / Front End Loader, over 3 CY	Overtime Hourly	0.00	0.00	0.00	2.50	11.00	11.00	11.00	35.50	34.665	1,230.83			282.55	FICA - Social Security		133.62		
											Other Taxable	0.00							
											Other Non Taxable	0.00							
											Project Total	2,155.04							
Garcia Arce, Luis - 945107																			
M/EX: S/O		Race/Sex: H/M																	
Cash Construction Company, Inc / Large Hoe Excavator (342)																			
EEO Class:		Check #: 081420241																	
TX Davis Bacon / Excavator, over 50,000 lbs	Regular Hourly	10.00	10.00	0.00	0.00	10.00	10.00	0.00	40.00	23.690	947.60	Other		193.93	FWH				
TX Davis Bacon / Excavator, over 50,000 lbs	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	35.535	355.36			193.93	FICA - Social Security		80.78		
											Other Taxable	0.00							
											Other Non Taxable	0.00							
											Project Total	1,302.96							
Gutierrez, Erlin - 2360																			
M/EX: S/O		Race/Sex: H/M																	
Cash Construction Company, Inc / Pipelayer (205)																			
EEO Class:		Check #: 081420241																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.00	10.00	0.00	0.00	10.00	10.00	0.00	40.00	23.000	920.00	Other		166.27	FWH		6.02		
TX Davis Bacon / Pipelayer	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	34.500	345.00			166.27	FICA - Social Security		78.43		
											Other Taxable	0.00							
											Other Non Taxable	0.00							
											Project Total	1,265.00							
Summary																			
														TXSWH					
														Other		101.54			
														1,265.00		204.33		1,060.67	
														Hours (Reg/OT): 40.00 / 10.00					

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Hernandez Morin, Vicente - 5575 M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Large Hoe Excavator (342) EEO Class: Check #: 081420241																	
TX Davis Bacon / Excavator, over 50,000 lbs	Regular Hourly	10.50	10.50	0.00	0.00	10.50	8.50	0.00	40.00	27.000	1,080.00	Other		232.89	FWH		
TX Davis Bacon / Excavator, over 50,000 lbs	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	2.00	11.00	13.00	40.500	528.50			232.89	FICA - Social Security	99.60	
								Other Taxable			0.00				FICA - Medicare	23.29	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,806.50				TXSWH		
															1,806.50	122.89	1,483.61
															Hours (Reg/OT): 40.00 / 13.00		
Iglesias, Jesus Martin - 2370 M/EX: M/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Common (172) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.50	0.00	6.00	8.00	6.50	0.00	0.00	31.00	21.000	651.00	Other		92.49	FWH		
								Other Taxable			0.00			92.49	FICA - Social Security	99.92	
								Other Non Taxable			0.00				FICA - Medicare	23.37	
								Project Total			851.00				Additional Medicare Tax		
															TXSWH		
															1,811.75	123.29	1,488.46
															Hours (Reg/OT): 40.00 / 24.50		
Jimenez, Carlos - 1457 M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Pipelayer (205) EEO Class: Check #: 081420241																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.50	10.50	0.00	0.00	10.50	8.50	0.00	40.00	24.000	960.00	Other		188.58	FWH		
TX Davis Bacon / Pipelayer	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	2.00	11.00	13.00	38.000	468.00			188.58	FICA - Social Security	88.54	
								Other Taxable			0.00				FICA - Medicare	20.70	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,428.00				TXSWH		
															1,428.00	109.24	1,318.76
															Hours (Reg/OT): 40.00 / 13.00		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)						
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay				
Kincaid, Kristian Nathaniel - 1416																					
M/EX: M/O												Race/Sex: H/M									
Cash Construction Company, Inc / Administrative																					
EEO Class:												Check #: 081420241									
TX Davis Bacon / Administrative	Regular Hourly	7.00	5.50	4.50	0.00	7.50	0.00	0.00	24.50	27.500	673.75	Other		274.97	FWH		72.99				
TX Davis Bacon / Administrative	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	2.50	5.50	8.00	41.250	330.01			274.97	FICA - Social Security		116.87				
												Other Taxable			0.00	FICA - Medicare				27.33	
												Other Non Taxable			0.00	Additional Medicare Tax					
												Project Total			1,003.76	TXSWH					
																Health Ins				99.39	
																Other				23.51	
																2,007.54	340.09		1,667.45		
																Hours (Reg/OT): 40.00 / 22.00					
Lopez Quintero, Leopoldo - 9727																					
M/EX: S/O												Race/Sex: H/M									
Cash Construction Company, Inc / Pipelayer (205)																					
EEO Class:												Check #: 081420241									
TX Davis Bacon / Pipelayer	Regular Hourly	8.00	8.50	0.00	0.00	10.00	10.00	0.00	36.50	23.000	839.50	Other		112.18	FWH						
												Other Taxable			0.00	FICA - Social Security				70.95	
												Other Non Taxable			0.00	FICA - Medicare				16.59	
												Project Total			839.50	Additional Medicare Tax					
																TXSWH					
																1,144.25	87.54		1,058.71		
																Hours (Reg/OT): 40.00 / 6.50					
Martinez SR, Francisco - 1142																					
M/EX: S/O												Race/Sex: H/M									
Cash Construction Company, Inc / Large Hoe Excavator (342)																					
EEO Class:												Check #: 081420241									
TX Davis Bacon / Excavator, over 50,000 lbs	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	27.000	1,080.00	Other		244.81	FWH		23.92				
TX Davis Bacon / Excavator, over 50,000 lbs	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	40.500	627.75			244.81	FICA - Social Security		94.32				
												Other Taxable			0.00	FICA - Medicare				22.06	
												Other Non Taxable			0.00	Additional Medicare Tax					
												Project Total			1,707.75	TXSWH					
																Health Ins				24.51	
																Other				189.23	
																1,545.75	354.04		1,191.71		
																Hours (Reg/OT): 40.00 / 11.50					

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Mejia Banegas, Josue Isai - 2210 M/EX: H/O Race/Sex: H/M Cash Construction Company, Inc / Front Loader over 3 (369) EEO Class: Check #: 081420241																	
TX Davis Bacon / Front End Loader, over 3 CY	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	25.000	1,000.00	Other		208.86	FWH		
TX Davis Bacon / Front End Loader, over 3 CY	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	37.500	581.25			208.86	FICA - Social Security	88.74	
											Other Taxable			0.00	FICA - Medicare	20.76	
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			1,581.25	TXSWH		
															1,431.25	109.50	1,321.75
															Hours (Reg/OT): 40.00 / 11.50		
Mejia Garcia, Elmer Adalid - 2455 M/EX: S/O Race/Sex: H/M Cash Construction Company, Inc / Laborer - Common (172) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.00	10.00	0.00	0.00	11.00	9.00	0.00	40.00	19.000	760.00	Other		167.95	FWH		
TX Davis Bacon / Laborer - Common	Overtime Hourly	4.00	0.00	0.00	0.00	0.00	1.50	10.00	15.50	28.500	441.75			167.95	FICA - Social Security	67.44	
											Other Taxable			0.00	FICA - Medicare	15.77	
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			1,201.75	TXSWH		
															1,087.75	83.21	1,004.54
															Hours (Reg/OT): 40.00 / 11.50		
Mendez A., Felipe - 1154 M/EX: M/7 Race/Sex: H/M Cash Construction Company, Inc / Laborer - Utility (175) EEO Class: Check #: 081420241																	
TX Davis Bacon / Laborer - Utility	Regular Hourly	10.00	10.00	0.00	0.00	10.00	10.00	0.00	40.00	19.700	788.00	Other		143.92	FWH		19.12
TX Davis Bacon / Laborer - Utility	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	29.550	295.50			143.92	FICA - Social Security	67.18	
											Other Taxable			0.00	FICA - Medicare	15.71	
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			1,083.50	TXSWH		
															1,083.50	102.01	981.49
															Hours (Reg/OT): 40.00 / 10.00		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
 Job: 1009. Corridor H/Sam Bass Road
 Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----												***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
<div>Middlebrooks JR, Norman Allen - M/EX: M/O Race/Sex: W/M Cash Construction Company, Inc / Superintendent EEO Class: Check #: 081420241</div>																	
TX Davis Bacon / Superintendent	Salary	8.00	8.00	0.00	0.00	8.00	8.00	8.00	40.00	67.130	2,685.00	Other		902.01	FWH	191.92	
								Other Taxable			0.00			902.01	FICA - Social Security	148.57	
								Other Non Taxable			0.00				FICA - Medicare	34.75	
								Project Total			2,685.00				Additional Medicare Tax		
															TXSWH		
															Health Ins	212.51	
															AFLAC Critical Illness	5.47	
															AFLAC Accident	12.70	
															AFLAC Hospital	26.38	
															401K Loan Repay	26.58	
															AFLAC Critical Care - Spot	2.41	
															Roth 401(k) 3%	26.85	
															Other	272.63	
															2,685.00	960.75	1,724.25
															Hours (Reg/OT): 40.00 / 0.00		
<div>Mondragon, Andres - 1173 M/EX: M/O Race/Sex: H/M Cash Construction Company, Inc / Front Loader over 3 (369) EEO Class: Check #: 081420241</div>																	
TX Davis Bacon / Front End Loader, over 3 CY	Regular Hourly	10.00	10.00	0.00	0.00	10.00	10.00	0.00	40.00	25.210	1,008.40	Other		184.26	FWH	90.08	
TX Davis Bacon / Front End Loader, over 3 CY	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	10.00	10.00	37.815	378.16			184.26	FICA - Social Security	85.97	
								Other Taxable			0.00				FICA - Medicare	20.11	
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			1,386.56				TXSWH		
															1,386.56	196.16	1,190.40
															Hours (Reg/OT): 40.00 / 10.00		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)			
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
<div>Munoz Nava, Joel - 2330<div>M/EX: H/ORace/Sex: H/MCash Construction Company, Inc / Pipelayer (205)EEO Class:Check #: 081420241</div></div>																	
TX Davis Bacon / Pipelayer	Regular Hourly	10.50	10.50	0.00	0.00	10.50	8.50	0.00	40.00	22.500	900.00	Other		173.50	FWH		87.88
TX Davis Bacon / Pipelayer	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	1.50	11.00	12.50	33.750	421.88			173.50	FICA - Social Security		81.96
											Other Taxable			0.00	FICA - Medicare		19.17
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			1,321.88	TXSWH		
														1,321.88		189.01	1,132.87
															Hours (Reg/OT): 40.00 / 12.50		
<div>Ochoa, Gustavo Meza - 528268<div>M/EX: H/ORace/Sex: P/MCash Construction Company, Inc / Laborer - Common (172)EEO Class:Check #: 081420241</div></div>																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.50	0.00	6.00	8.00	3.25	0.00	0.00	27.75	20.000	555.00	Other		92.19	FWH		2.30
TX Davis Bacon / Laborer - Common	Overtime Hourly	0.00	0.00	0.00	0.00	3.25	0.00	0.00	3.25	30.000	97.50			92.19	FICA - Social Security		95.17
											Other Taxable			0.00	FICA - Medicare		22.28
											Other Non Taxable			0.00	Additional Medicare Tax		
											Project Total			652.50	TXSWH		
														1,535.00		119.73	1,415.27
															Hours (Reg/OT): 40.00 / 24.50		
<div>Pantoja, Gerardo Esai - 2265<div>M/EX: S/ORace/Sex: H/MCash Construction Company, Inc / AdministrativeEEO Class:Check #: 081420241</div></div>																	
TX Davis Bacon / Administrative	Salary	8.00	8.00	0.00	0.00	8.00	8.00	8.00	40.00	32.000	1,280.00	Other		351.76	FWH		124.70
											Other Taxable			351.76	FICA - Social Security		79.38
											Other Non Taxable			0.00	FICA - Medicare		18.56
											Project Total			1,280.00	Additional Medicare Tax		
															TXSWH		
														1,280.00		222.62	1,057.38
															Hours (Reg/OT): 40.00 / 0.00		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)																																							
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay																																				
<div><div><div><div><div><div>Pedrero, Carlos Enrique - 942971</div><div>M/EX: S/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Laborer - Common (172)</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Laborer - Common</div><div>Regular Hourly</div><div>0.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>20.000</div><div>160.00</div></div></div><div><div>Other</div><div></div><div>22.88</div><div>22.88</div><div>0.00</div><div>0.00</div><div>160.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>845.00</div><div>127.89</div><div>717.11</div></div><div><div>Hours (Reg/OT): 40.00 / 1.50</div></div></div></div> <tr><td colspan="18"><div><div><div><div><div><div>Perez Gutierrez, Juan - 1207</div><div>M/EX: S/5</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Large Hoe Excavator (342)</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Regular Hourly</div><div>10.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>40.00</div><div>25.740</div><div>1,029.60</div></div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Overtime Hourly</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>30.00</div><div>38.610</div><div>1,158.31</div></div></div><div><div>Other</div><div></div><div>310.88</div><div>310.88</div><div>0.00</div><div>0.00</div><div>2,187.91</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>Health Ins</div><div>Other</div><div>2,187.91</div><div>479.33</div><div>1,708.58</div></div><div><div>Hours (Reg/OT): 40.00 / 1.50</div></div></div><tr><td colspan="18"><div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div></td></tr></td></tr>																		<div><div><div><div><div><div>Perez Gutierrez, Juan - 1207</div><div>M/EX: S/5</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Large Hoe Excavator (342)</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Regular Hourly</div><div>10.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>40.00</div><div>25.740</div><div>1,029.60</div></div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Overtime Hourly</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>30.00</div><div>38.610</div><div>1,158.31</div></div></div><div><div>Other</div><div></div><div>310.88</div><div>310.88</div><div>0.00</div><div>0.00</div><div>2,187.91</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>Health Ins</div><div>Other</div><div>2,187.91</div><div>479.33</div><div>1,708.58</div></div><div><div>Hours (Reg/OT): 40.00 / 1.50</div></div></div> <tr><td colspan="18"><div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div></td></tr>																		<div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div>																	
<div><div><div><div><div><div>Perez Gutierrez, Juan - 1207</div><div>M/EX: S/5</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Large Hoe Excavator (342)</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Regular Hourly</div><div>10.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>40.00</div><div>25.740</div><div>1,029.60</div></div><div>TX Davis Bacon / Excavator, over 50,000 lbs</div><div>Overtime Hourly</div><div>0.00</div><div>0.00</div><div>0.00</div><div>0.00</div><div>10.00</div><div>10.00</div><div>10.00</div><div>30.00</div><div>38.610</div><div>1,158.31</div></div></div><div><div>Other</div><div></div><div>310.88</div><div>310.88</div><div>0.00</div><div>0.00</div><div>2,187.91</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>Health Ins</div><div>Other</div><div>2,187.91</div><div>479.33</div><div>1,708.58</div></div><div><div>Hours (Reg/OT): 40.00 / 1.50</div></div></div> <tr><td colspan="18"><div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div></td></tr>																		<div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div>																																			
<div><div><div><div><div><div>Perez Robledo, Rodolfo - 230547</div><div>M/EX: M/0</div><div>Race/Sex: H/M</div><div>Cash Construction Company, Inc / Foreman</div><div>EEO Class:</div><div>Check #: 081420241</div></div></div><div><div>TX Davis Bacon / Foreman</div><div>Salary</div><div>8.00</div><div>8.00</div><div>0.00</div><div>0.00</div><div>8.00</div><div>8.00</div><div>8.00</div><div>40.00</div><div>50.000</div><div>2,000.00</div></div></div><div><div>Other</div><div></div><div>547.80</div><div>547.80</div><div>0.00</div><div>0.00</div><div>2,000.00</div></div><div><div>FWH</div><div>FICA - Social Security</div><div>FICA - Medicare</div><div>Additional Medicare Tax</div><div>TXSWH</div><div>2,000.00</div><div>288.81</div><div>1,731.39</div></div><div><div>Hours (Reg/OT): 40.00 / 0.00</div></div></div></div>																																																					

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)				
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay	
Puga Solis, Jose - 1216																		
M/EX: M/O											Race/Sex: H/M							
Cash Construction Company, Inc / Laborer - Utility (175)																		
EEO Class:											Check #: 081420241							
TX Davis Bacon / Laborer - Utility	Regular Hourly	10.50	10.00	0.00	0.00	10.00	9.50	0.00	40.00	21.000	840.00	Other		158.22	FWH		93.85	
TX Davis Bacon / Laborer - Utility	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.50	11.00	11.50	31.500	362.25			158.22	FICA - Social Security		72.54	
											Other Taxable		0.00	FICA - Medicare				16.96
											Other Non Taxable		0.00	Additional Medicare Tax				
											Project Total		1,202.25	TXSWH				
														Health Ins				24.51
														Other				7.81
															1,202.25	215.87	986.58	
															Hours (Reg/OT): 40.00 / 11.50			
Quintero Baldwin, Edward - 9607																		
M/EX: S/O											Race/Sex: H/M							
Cash Construction Company, Inc / Foreman																		
EEO Class:											Check #: 081420241							
TX Davis Bacon / Foreman	Regular Hourly	0.00	8.00	0.00	0.00	0.00	0.00	6.00	14.00	25.000	350.00	Other		185.98	FWH		140.10	
TX Davis Bacon / Foreman	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	4.00	4.00	37.500	150.00			185.98	FICA - Social Security		83.70	
											Other Taxable		0.00	FICA - Medicare				19.57
											Other Non Taxable		0.00	Additional Medicare Tax				
											Project Total		500.00	TXSWH				
															1,380.00	243.37	1,136.63	
															Hours (Reg/OT): 48.00 / 4.00			
Ramos, Juan - 2175																		
M/EX: M/O											Race/Sex: H/M							
Cash Construction Company, Inc / Large Hoe Excavator (342)																		
EEO Class:											Check #: 081420241							
TX Davis Bacon / Excavator, over 50,000 lbs	Regular Hourly	11.00	11.00	8.00	0.00	10.00	0.00	0.00	40.00	28.000	1,120.00	Other		297.08	FWH		20.16	
TX Davis Bacon / Excavator, over 50,000 lbs	Overtime Hourly	0.00	0.00	0.00	0.00	1.00	11.00	11.00	23.00	42.000	966.00			297.08	FICA - Social Security		129.33	
											Other Taxable		0.00	FICA - Medicare				30.25
											Other Non Taxable		0.00	Additional Medicare Tax				
											Project Total		2,086.00	TXSWH				
															2,086.00	179.74	1,906.26	
															Hours (Reg/OT): 40.00 / 23.00			

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)			
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
Reyes, Manuel De Jesus - 1747																	
M/EX: S/O											Race/Sex: H/M						
Cash Construction Company, Inc / Laborer - Common (172)																	
EEO Class:											Check #: 081420241						
TX Davis Bacon / Laborer - Common	Regular Hourly	10.50	10.00	10.00	0.00	9.50	0.00	0.00	40.00	19.750	790.01	Other		199.19	FWH		160.28
TX Davis Bacon / Laborer - Common	Overtime Hourly	0.00	0.00	0.00	0.00	0.50	10.50	11.00	22.00	29.625	651.75			199.19	FICA - Social Security		89.39
											Other Taxable		0.00				
											Other Non Taxable		0.00				
											Project Total		1,441.76				
															1,441.76	270.58	1,171.18
															Hours (Reg/OT): 40.00 / 22.00		
Rodriguez, Liborio - 1230																	
M/EX: M/O											Race/Sex: H/M						
Cash Construction Company, Inc / Foreman																	
EEO Class:											Check #: 081420241						
TX Davis Bacon / Foreman	Salary	8.00	8.00	0.00	0.00	8.00	8.00	8.00	40.00	52.580	2,103.00	Other		620.17	FWH		222.69
											Other Taxable		0.00				
											Other Non Taxable		0.00				
											Project Total		2,103.00				
															620.17		
															FICA - Social Security		127.51
															FICA - Medicare		29.82
															Additional Medicare Tax		
															TXSWH		
															Health Ins		36.46
															Other		72.98
															2,103.00	489.46	1,613.54
															Hours (Reg/OT): 40.00 / 0.00		
Romero, Ricardo - 1241																	
M/EX: M/1											Race/Sex: H/M						
Cash Construction Company, Inc / Foreman																	
EEO Class:											Check #: 081420241						
TX Davis Bacon / Foreman	Salary	8.00	8.00	0.00	0.00	8.00	8.00	0.00	32.00	46.960	1,470.83	Other		419.33	FWH		158.60
											Other Taxable		0.00				
											Other Non Taxable		0.00				
											Project Total		1,470.83				
															419.33		
															FICA - Social Security		111.12
															FICA - Medicare		25.98
															Additional Medicare Tax		
															TXSWH		
															Health Ins		36.46
															Other		9.89
															1,838.55	342.05	1,496.50
															Hours (Reg/OT): 40.00 / 0.00		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

-----Hours-----											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)			
Employee		Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Rate	Project Amounts	Description	Rate	Amounts	Gross	Deductions	Net Pay
<div>Rosales Gutierrez, Jesus - 19960<div>M/EX: S/O<div>Race/Sex: NA/M</div></div><div>Cash Construction Company, Inc / Laborer - Common (172)</div><div>EEO Class:<div>Check #: 081420241</div></div></div>																	
TX Davis Bacon / Laborer - Common	Regular Hourly	0.00	0.00	0.00	0.00	0.00	0.00	5.50	5.50	21.000	115.50	Other		37.29	FWH		87.22
TX Davis Bacon / Laborer - Common	Overtime Hourly	0.00	0.00	0.00	0.00	0.00	0.00	4.50	4.50	31.500	141.75			37.29	FICA - Social Security		64.77
								Other Taxable			0.00				FICA - Medicare		15.15
								Other Non Taxable			0.00				Additional Medicare Tax		
								Project Total			257.25				TXSWH		
															1,074.75	167.14	907.61
															Hours (Reg/OT): 40.00 / 6.50		
<div>Viera Zapata, Ruben - 1282<div>M/EX: M/2<div>Race/Sex: W/M</div></div><div>Cash Construction Company, Inc / Laborer - Common (172)</div><div>EEO Class:<div>Check #: 081420241</div></div></div>																	
TX Davis Bacon / Laborer - Common	Regular Hourly	10.00	8.50	0.00	0.00	10.00	10.00	0.00	38.50	19.700	758.45	Other		108.88	FWH		78.32
								Other Taxable			0.00			108.88	FICA - Social Security		64.43
								Other Non Taxable			0.00				FICA - Medicare		15.07
								Project Total			758.45				Additional Medicare Tax		
															TXSWH		
															1,039.18	157.82	881.36
															Hours (Reg/OT): 40.00 / 8.50		

Certified Payroll Transcript

Period: 08/01/2024 - 08/07/2024
Job: 1009. Corridor H/Sam Bass Road
Contract: 1009. Corridor H/Sam Bass Road

											***** Liabilities *****			***** Weekly Totals ***** (Week Ending 8/7/24)		
Job Totals	Hours	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Total	Project Amounts	Description	Rate	Amounts	Total Gross	Deductions	Net Pay
	Regular Hourly	325.00	320.00	103.50	61.50	275.25	215.00	12.00	1,312.25	30,952.61	Other		11,257.47	FWH		3,768.39
	Overtime Hourly	24.00	0.00	0.00	7.50	53.25	87.50	285.50	457.75	16,676.89			11,257.47	FICA - Social Security		4,452.24
	Salary	48.00	48.00	0.00	0.00	48.00	48.00	40.00	232.00	11,938.83				FICA - Medicare		1,041.26
														TXSWH		
														Health Ins		994.65
														AFLAC Critical Illness		5.47
														AFLAC Accident		12.70
													AFLAC Hospital		26.36	
													401K Loan Repay		26.58	
													AFLAC Critical Care - Spot		2.41	
													Roth 401(k) 3%		26.85	
													Other		1,241.76	
														73,133.99	11,596.87	61,537.32
														Hours (Reg/OT): 1,848.00 / 609.50		



+

ADD TO SAVED MODELS



DYNAPAC

CS142 N

Compactors > 3-Wheel Compactors > 8.5 mt & Over

↔ COMPARE SIMILAR MODELS

MARKET POPULARITY:Rare ?

YEAR

2023 ▾

METER READS

in Hours or MI/KILM

SERIAL NUMBER

...

NOTES

...

Horsepower: 73.0

Power Mode: Diesel

Transmission: Hydrostatic

COSTS/RENTAL RATE BLUE BOOK®	VALUES & MARKET DATA	VERIFICATION	RETAIL RENTAL	SPECS

Cost Recovery Rate ↑ Internal Charge Rate

↑ Traditionally Rental Rate Blue Book®

Format:

○ Landscape

●

 Portrait

↓

Select organization ▾

 or

☐ Enter Values Manually



LOCATION

Location

OWNERSHIP
ADJUSTMENT

OPERATING
ADJUSTMENT

OWNERSHIP
TIME
STANDARD

Monthly

Active Rate

Rate Effective Date
Always Use Current
Rate

▼

Ownership
Cost (Monthly)

USD

\$77.70

-USD \$0.03 | 0%
from Unadjusted Rate

Operating
Cost (Monthly)

+

USD

\$19.21

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted
Hourly Rate

=

USD

\$96.91

-USD \$0.03 | 0%
from Unadjusted Rate

collapse Formula

▼

Ownership Cost, Unadjusted (Monthly)	Ownership Adjustment (100%)	Regional Adjustment (0%)	Year Adjustment 2023: 99.97%
USD \$13680.00	USD \$0.00	USD \$0.00	USD - \$4.42

176 (Monthly Calculation)

Standby Rate

Rate Effective Date
Always Use Current
Rate

▼

Ownership
Cost (Monthly)

Operating
Cost (Monthly)

Your Adjusted
Standby Hourly Rate

https://app.equipmentwatch.com/model/compactors/3-wheel-compactors/dynapac/cs142-n/32409/costs/cost-recovery/logged-in

2/4

USD

\$52.84

-USD \$0.02 | 0%
from Unadjusted Rate

Expand Formula ^

+

USD

\$0.00

+USD \$0.00 | 0%
from Unadjusted Rate

=

USD

\$52.84

-USD \$0.02 | 0%
from Unadjusted Rate

Idling Rate

Rate Effective Date
Always Use Current
Rate

▼

Ownership
Cost (Monthly)

USD

\$77.70

-USD \$0.03 | 0%
from Unadjusted Rate

+

Operating
Cost (Monthly)

USD

\$6.81

+USD \$0.00 | 0%
from Unadjusted Rate

=

USD

\$84.51

-USD \$0.03 | 0%
from Unadjusted Rate

Your Adjusted Idling
Hourly Rate

?

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	40.00%	USD \$5,472.00
Overhaul	32.00%	USD \$4,377.60
Cost Of Facilities Capital	14.00%	USD \$1,915.20
Indirect	14.00%	USD \$1,915.20

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value
Fuel @USD \$3.658	35.45%	USD \$6.81

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected revision date(s). [Learn more here.](#)

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+

ADD TO SAVED MODELS



VERMEER

T1055 (disc. 2008)

Trenchers > Crawler Mounted Chain Trenchers > 131 hp & Over | [COMPARE SIMILAR MODELS](#)



YEAR

2008 ▾

METER READS

in Hours or MI/KILM

SERIAL NUMBER

...

NOTES

...

Horsepower: 425.0 hp

Power Mode: Diesel

Trench Depth: 168.0 in

Trench Width: 42.0 in

COSTS/RENTAL RATE BLUE

BOOK®

VALUES & MARKET DATA	VERIFICATION	RETAIL RENTAL	SPECS
----------------------	--------------	---------------	-------

Cost Recovery Rate † Internal Charge Rate

† Traditionally Rental Rate Blue Book®

Format: ☐ Landscape ☒ Portrait

Select organization ▾

or

☐ Enter Values Manually



LOCATION

Location

OWNERSHIP
ADJUSTMENT

OPERATING
ADJUSTMENT

OWNERSHIP
TIME
STANDARD

Monthly

Active Rate

Rate Effective Date
Always Use Current
Rate

▼

Ownership
Cost (Monthly)

USD

\$794.23

+USD \$0.00 | 0%
from Unadjusted Rate

Operating
Cost (Monthly)

USD

\$415.13

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted Hourly
Rate

= USD

\$1209.36

+USD \$0.00 | 0%
from Unadjusted Rate

Collapse Formula

▼

Ownership Cost, Unadjusted (Monthly)	Ownership Adjustment (100%)	Regional Adjustment (0%)	Year Adjustment 2008: 0%
USD	USD	USD	USD
\$139785.00	\$0.00	\$0.00	\$0.00

176 (Monthly Calculation)

Standby Rate

Rate Effective Date
Always Use Current
Rate

▼

Ownership
Cost (Monthly)

Operating
Cost (Monthly)

Your Adjusted
Standby Hourly Rate

?

USD

\$452.71

+USD \$0.00 | 0%
from Unadjusted Rate

Expand Formula ^

+

USD

\$0.00

+USD \$0.00 | 0%
from Unadjusted Rate

=

USD

\$452.71

+USD \$0.00 | 0%
from Unadjusted Rate

Idling Rate

Rate Effective Date

Always Use Current Rate

▼

Ownership Cost (Monthly)

USD

\$794.23

+USD \$0.00 | 0%
from Unadjusted Rate

Operating Cost (Monthly)

USD

\$62.03

+USD \$0.00 | 0%
from Unadjusted Rate

Your Adjusted Idling Hourly Rate [?]

=

USD

\$856.26

+USD \$0.00 | 0%
from Unadjusted Rate

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	34.00%	USD \$47,526.90
Overhaul	43.00%	USD \$60,107.55
Cost Of Facilities Capital	14.00%	USD \$19,569.90
Indirect	9.00%	USD \$12,580.65

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value
Fuel @USD \$3.658	14.94%	USD \$62.03

Revised Date: 3rd quarter 2024

These are the most accurate rates for the selected revision date(s). [Learn more here.](#)

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C) AQUA WATER LINE RELOCATION

04) 6" C900 DR14

Qty	UM	Description / Comments	Bid Price	Ext Price
3,300	FT	6 C900 DR14 PVC Gasket Joint Blue Pipe	\$16.07	\$53,031.00
3,500	M	12GA 30MM COP TRCR WIRE BLUE	\$185.94	\$650.79
1	EA	6 Mechanical Joint C153 45 BEND Less Accessories	\$91.92	\$91.92
1	EA	6 Mechanical Joint C153 22-1/2 BEND Less Accessories	\$83.52	\$83.52
11	EA	6 Mechanical Joint C153 11-1/4 BEND Less Accessories	\$87.73	\$965.03
26	EA	6 PVC SGRIP SERIES 4000 G2	\$44.45	\$1,155.70
26	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	\$22.30	\$579.80
1	RL	18 X 200 8 MIL POLYWRAP For 4 - 6	\$120.97	\$120.97
Average Unit Price \$17.18/			04) 6" C900 DR14:	\$56,678.73

04) 6" C900 DR14 (ENCASEMENT)

Qty	UM	Description / Comments	Bid Price	Ext Price
360	FT	6" PVC C900 DR14 RESTRAINED PIPE	\$19.07	\$6,865.20
360	FT	12 SDR26 CL160 PVC Gasket Joint White Pipe	\$30.57	\$11,005.20
500	M	12GA 30MM COP TRCR WIRE BLUE	\$185.94	\$92.97
72	EA	6X12 SS CASING SPACER	\$81.87	\$5,894.64
2	EA	6X12 END SEAL	\$63.12	\$126.24
Average Unit Price \$66.62/			04) 6" C900 DR14 (ENCASEMENT):	\$23,984.25

06) CONNECT TO BRUSHY CREEK MUD METER VAULT

Qty	UM	Description / Comments	Bid Price	Ext Price
1	EA	6 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	\$102.95	\$102.95
1	EA	6 PVC SGRIP SERIES 4000 G2	\$44.45	\$44.45
1	EA	MECHANICAL JOINT WEDGE RESTRAINTS FOR DUCTILE IRON PIPE 6 SGRIP SERIES 3000	\$35.50	\$35.50
2	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	\$22.30	\$44.60
Average Unit Price \$227.50/			06) CONNECT TO BRUSHY CREEK MUD METER VAULT:	\$227.50

07) CONNECT TO EX 6" LINE

Qty	UM	Description / Comments	Bid Price	Ext Price
11	EA	6 X 12 Mechanical Joint C153 Long Sleeve Less Accessories	\$102.95	\$1,132.45
22	EA	6 PVC SGRIP SERIES 4000 G2	\$44.45	\$977.90
22	EA	6 Mechanical Joint C153 Bolt Gasket Pack Less GLAND	\$22.30	\$490.60
Average Unit Price \$236.45/			07) CONNECT TO EX 6" LINE:	\$2,600.95

08) RECONNECT SHORT WATER SERVICE CONNECTION

Qty	UM	Description / Comments	Bid Price	Ext Price
20	EA	6 X 3/4 Iron Pipe Double Saddle 6.84-7.60 NOT FOUND ON PLANS & NO DETAIL PROVIDED, SUBJECT TO CHANGE	\$83.83	\$1,676.60
20	EA	Lead Law Compliant 3/4 MIP X CTS GRIP BALL Corp ST	\$63.25	\$1,265.00
300	FT	3/4 X 100 CTS 250 PSI NSF BLK	\$0.49	\$147.00
20	EA	Lead Law Compliant 3/4 CTS Comp X Meter Angle Ball Valve LW	\$99.22	\$1,984.40
40	EA	3/4 CTS PET / HDPE DR9 Insert STFNR	\$2.19	\$87.60
20	EA	13X18X12 Standard MBOX With Black Cast Iron RD LID	\$28.17	\$563.40

Monday, July 1, 2024

7:00 AM - 5:00 PM (10.00 HR)

Foreman: Gerardo Pantoja

Supervisor: Norman Middlebrooks

Status: Transferred

Business Unit: Cash Construction

Weather: Sunny

No Work: No

Field Log 107849
printed on 7/18/2024 11:32 AM

Field Log Totals

Employee	39.50 HR
Equipment	55.00 HR

[1009] Corridor H - Sam Bass Road

Labor Rate Class: Legacy

Equipment Rate Class: Legacy

Job Totals

Employee	39.50 HR
Equipment	55.00 HR

Production Accounts

[08032] STD SUBGRADE PREP		[95000] PROJECT SUPERINTENDENT	
Estimated Qty.	900.00 SY 101,635.00 SY	Estimated Qty.	0.08 PCNT 100.00 PCNT
Reported Qty.	37,735.00 SY	Reported Qty.	64.08 PCNT
Remaining Qty.	63,000.00 SY	Remaining Qty.	35.84 PCNT
Employee Hours	21.50 HR	Employee Hours	8.00 HR
Equipment Hours	45.00 HR	Equipment Hours	0.00 HR

Time & Material Accounts

[08006] Install Conduit at Walsh Ranch

Sign-off	Not Signed
Price To Date	\$0.00
Total	\$0.00

Employee Hours	10.00 HR
Equipment Hours	10.00 HR

Resources

Employee

Andres Mondragon [1173]*Front Loader over 3 (369)*

7:00 AM - 5:00 PM (10.00 HR)

[08006] Install Conduit at Walsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

5.00 HR

5.50 HR

10.50 HR**Christian Ortiz Contreras [1705]***Dozer over 15 - HP (306)*

7:00 AM - 5:00 PM (10.00 HR)

[08032] STD SUBGRADE PREP

Total Hours

10.50 HR

10.50 HR**Gerardo Pantoja [2265]***Administrative*

7:00 AM - 5:00 PM (10.00 HR)

[95000] PROJECT SUPERINTENDENT

Total Hours

8.00 HR

8.00 HR**Pedro Mendez Rosales [1155]***Trencher Operator*

7:00 AM - 5:00 PM (10.00 HR)

[08006] Install Conduit at Walsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

5.00 HR

5.50 HR

10.50 HR

Equipment

CP10001 [L - 2022 Dynapac CC950 Small Double Drum Roller]

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR**CP20068 [2021 CATERPILLAR CS54B (P)]**

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR**DT20021 [L - 2021 CATERPILLAR D3 GPS (SE20070)]**

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR**RS20007 [L - 2005 Vermeer T1055]**

[08006] Install Conduit at Walsh Ranch

Total Hours

5.00 HR

5.00 HR

SE20070 [L - 2020 Earthworks GPS D3 (DT20021)]

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR

WL20076 [L - 2019 JOHN DEERE 624L]

[08006] Install Conduit at Welsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

5.00 HR

5.00 HR

10.00 HR

Monday, July 1, 2024

7:00 AM - 5:00 PM (10.00 HR)

Foreman: J Guadalupe Aguirre

Supervisor: Norman Middlebrooks

Status: Transferred

Business Unit: Cash Construction

Weather: Sunny

No Work: No

Field Log 107792

printed on 7/18/2024 11:32 AM

Notes: We were pumping water and we began to dig the bore pit and prepared to install the trench boxes to pushing pipe inside the casing but the welder did not arrive and we install 50'lf of 42" water line station 62+44 to 62+81 and we were putting together the trench boxes and we put spacers in the 42" pipes

Field Log Totals

Employee	88.00 HR
Equipment	70.00 HR

[1009] Corridor H - Sam Bass Road

Labor Rate Class: Legacy

Equipment Rate Class: Legacy

Job Totals

Employee	88.00 HR
Equipment	70.00 HR

Production Accounts

[02051] BORE SUPPORT	0.00 EACH	[02142] 42" WATER MAIN	50.00 LF
Estimated Qty.	26.00 EACH	Estimated Qty.	13,442.00 LF
Reported Qty.	20.68 EACH	Reported Qty.	7,289.00 LF
Remaining Qty.	5.32 EACH	Remaining Qty.	6,103.00 LF
Employee Hours	8.00 HR	Employee Hours	48.00 HR
Equipment Hours	3.00 HR	Equipment Hours	24.00 HR

[02540] Confined Space Watch

Estimated Qty.

Reported Qty.

Remaining Qty.

Employee Hours

Equipment Hours

1.00 PCNT

100.00 PCNT

85.90 PCNT

13.10 PCNT

10.00 HR

0.00 HR

[06000] TRAFFIC & BARRICADES

Estimated Qty.

Reported Qty.

Remaining Qty.

Employee Hours

Equipment Hours

0.04 MO

33.00 MO

20.44 MO

12.52 MO

8.00 HR

0.00 HR

[08355] PUMPING WATER

Estimated Qty.

Reported Qty.

Remaining Qty.

Employee Hours

Equipment Hours

1.00 DDAY

377.00 DDAY

82.50 DDAY

293.50 DDAY

3.00 HR

30.00 HR

[08365] CLEAN STREETS

Estimated Qty.

Reported Qty.

Remaining Qty.

Employee Hours

Equipment Hours

1.00 DDAY

377.00 DDAY

56.00 DDAY

320.00 DDAY

1.00 HR

10.00 HR

[14010] EROSION CONTROL MAINTENANCE

Estimated Qty.

Reported Qty.

Remaining Qty.

Employee Hours

Equipment Hours

0.04 MT

31.00 MT

17.44 MT

13.52 MT

8.00 HR

0.00 HR

Time & Material Accounts**[08006] Install Conduit at Walsh Ranch**

Sign-off

Price To Date

Total

Employee Hours

Equipment Hours

\$0.00

Not Signed

\$0.00

\$0.00

2.00 HR**3.00 HR****Resources****Employee**

Carlos Jimenez [1457]*Pipelayer (205)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02142] 42" WATER MAIN 6.00 HR

[06000] TRAFFIC & BARRICADES 2.00 HR

[14010] EROSION CONTROL MAINTENANCE 2.00 HR

Total Hours 10.00 HR**J Guadalupe Aguirre [1004]***Foreman*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02142] 42" WATER MAIN 4.00 HR

[08355] PUMPING WATER 3.00 HR

[08365] CLEAN STREETS 1.00 HR

Total Hours 8.00 HR**Jose Carrillo Aguirre [1038]***Large Hoe Excavator (342)*

7:00 AM - 5:00 PM (10.00 HR)

[02142] 42" WATER MAIN 8.00 HR

[08006] Install Conduit at Walsh Ranch 2.00 HR

Total Hours 10.00 HR**Emerson Castillo Mendoza [853656]***Laborer - Common (172)*

7:00 AM - 5:00 PM (10.00 HR)

[02540] Confined Space Watch 10.00 HR

Total Hours 10.00 HR**Joel Munoz Nava [2330]***Pipelayer (205)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02142] 42" WATER MAIN 6.00 HR

[06000] TRAFFIC & BARRICADES 2.00 HR

[14010] EROSION CONTROL MAINTENANCE 2.00 HR

Total Hours 10.00 HR**Jose Puga Solis [1216]***Laborer - Utility (175)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02142] 42" WATER MAIN 6.00 HR

[06000] TRAFFIC & BARRICADES 2.00 HR

[14010] EROSION CONTROL MAINTENANCE 2.00 HR

Total Hours 10.00 HR

Juan Ramos [2175]*Large Hoe Excavator (342)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02051] BORE SUPPORT	4.00 HR
[02142] 42" WATER MAIN	6.00 HR
Total Hours	10.00 HR

Manuel Reyes [1747]*Laborer - Common (172)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02142] 42" WATER MAIN	6.00 HR
[06000] TRAFFIC & BARRICADES	2.00 HR
[14010] EROSION CONTROL MAINTENANCE	2.00 HR
Total Hours	10.00 HR

Luis Armando Canales Hernandez [2224]*Front Loader over 3 (369)*

7:00 AM - 5:00 PM (10.00 HR)

Notes: We need a pipe to start laying the 42" steel pipe on Sam Bass. There is just over 13K feet worth of pipe. We would prefer a pipe crew that has experience laying steel pipe that will be welded.

[02051] BORE SUPPORT	4.00 HR
[02142] 42" WATER MAIN	6.00 HR
Total Hours	10.00 HR

Equipment**EX20077 [2019 JOHN DEERE 350GLC]**

[02051] BORE SUPPORT	1.00 HR
[02142] 42" WATER MAIN	8.00 HR
[08006] Install Conduit at Walsh Ranch	1.00 HR
Total Hours	10.00 HR

SE0683R [6" pump]

[08355] PUMPING WATER	10.00 HR
Total Hours	10.00 HR

EX30087 [2019 CATERPILLAR 349FL]

[02142] 42" WATER MAIN	8.00 HR
[08006] Install Conduit at Walsh Ranch	2.00 HR
Total Hours	10.00 HR

SE0684R [6" puump]

[08355] PUMPING WATER	10.00 HR
Total Hours	10.00 HR

SE0691R [6" pump]

[08355] PUMPING WATER

10.00 HR

Total Hours

10.00 HR

SE0698R [4 wheel ride on broom]

[08365] CLEAN STREETS

10.00 HR

Total Hours

10.00 HR

WL20095 [2022 John Deere 624P Wheel Loader W/Forks]

[02051] BORE SUPPORT

2.00 HR

[02142] 42" WATER MAIN

8.00 HR

Total Hours

10.00 HR

Tuesday, July 2, 2024

7:00 AM - 5:00 PM (10.00 HR)

Foreman: Gerardo Pantoja

Supervisor: Norman Middlebrooks

Status: Transferred

Business Unit: Cash Construction

Weather: Sunny

No Work: No

Field Log 107856

printed on 7/18/2024 11:32 AM

Field Log Totals

Employee	38.00 HR
Equipment	50.00 HR

[1009] Corridor H - Sam Bass Road

Labor Rate Class: Legacy

Equipment Rate Class: Legacy

Job Totals

Employee	38.00 HR
Equipment	50.00 HR

Production Accounts

[08032] STD SUBGRADE PREP

900.00 SY

Estimated Qty.	101,635.00 SY
Reported Qty.	37,735.00 SY
Remaining Qty.	63,000.00 SY

Employee Hours	22.00 HR
Equipment Hours	46.00 HR

[95000] PROJECT SUPERINTENDENT

0.08 PCNT

Estimated Qty.	100.00 PCNT
Reported Qty.	64.08 PCNT
Remaining Qty.	35.84 PCNT

Employee Hours	8.00 HR
Equipment Hours	0.00 HR

Time & Material Accounts

[08006] Install Conduit at Walsh Ranch

Sign-off	\$0.00
Price To Date	Not Signed
Total	\$0.00

Employee Hours

8.00 HR

Equipment Hours

4.00 HR

Resources**Employee****Andres Mondragon [1173]***Front Loader over 3 (369)*

7:00 AM - 5:00 PM (10.00 HR)

[08006] Install Conduit at Walsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

2.00 HR

8.00 HR

10.00 HR**Christian Ortiz Contreras [1705]***Dozer over 15 - HP (306)*

7:00 AM - 5:00 PM (10.00 HR)

[08006] Install Conduit at Walsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

3.00 HR

7.00 HR

10.00 HR**Gerardo Pantoja [2265]***Administrative*

7:00 AM - 5:00 PM (10.00 HR)

[95000] PROJECT SUPERINTENDENT

Total Hours

8.00 HR

8.00 HR**Pedro Mendez Rosales [1155]***Laborer - Common (172)*

7:00 AM - 5:00 PM (10.00 HR)

[08006] Install Conduit at Walsh Ranch

[08032] STD SUBGRADE PREP

Total Hours

3.00 HR

7.00 HR

10.00 HR**Equipment****CP10001 [L - 2022 Dynapac CC950 Small Double Drum Roller]****[08006] Install Conduit at Walsh Ranch**

[08032] STD SUBGRADE PREP

Total Hours

2.00 HR

8.00 HR

10.00 HR**CP20068 [2021 CATERPILLAR CS54B (P)]**

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR**DT20021 [L - 2021 CATERPILLAR D3 GPS (SE20070)]**

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR**SE20070 [L - 2020 Earthworks GPS D3 (DT20021)]**

[08032] STD SUBGRADE PREP

Total Hours

10.00 HR

10.00 HR

WL20076 [L - 2019 JOHN DEERE 624L]

[08006] Install Conduit at Walsh Ranch

2.00 HR

[08032] STD SUBGRADE PREP

8.00 HR

Total Hours

10.00 HR



 ADD TO SAVED MODELS




CATERPILLAR
349F (disc. 2019)

Excavators > Crawler Mounted Hydraulic Excavators > 50.5 - 66.4 mt |  COMPARE SIMILAR MODELS

    MARKET POPULARITY: Popular 

YEAR

2019 

METER READS

in Hours or MI/KILM

SERIAL NUMBER

...

NOTE

...

Horsepower: 417.0 hp Operating Weight: 117500.0 lbs Power Mode: Diesel



COSTS/RENTAL RATE BLUE BOOK®


VALUES & MARKET DATA

VERIFICATION

RETAIL RENTAL

SPECS

Cost Recovery Rate  Internal Charge Rate † Traditionally Rental Rate Blue Book® Format: ☐ Landscape ☒ Portrait 

Select organization 

 or

☐ Enter Values Manually



LOCATION

Location

OWNERSHIP
ADJUSTMENT

OPERATING
ADJUSTMENT

OWNERSHIP
TIME Monthly
STANDARD

Active Rate

Rate Effective Date
Always Use Current
Rate



**Ownership
Cost (Monthly)**

USD

\$114.97

+USD \$0.00 | 0%
from Unadjusted Rate

**Operating
Cost (Monthly)**

+

USD

\$79.20

+USD \$0.00 | 0%
from Unadjusted Rate

**Your Adjusted
Hourly Rate**

= USD

\$194.17

+USD \$0.00 | 0%
from Unadjusted Rate

**Ownership Cost,
Unadjusted
(Monthly)**

USD

\$20235.00

**Ownership
Adjustment
(100%)**

USD

\$0.00

+

**Regional
Adjustment
(0%)**

USD

\$0.00

+

**Year
Adjustment
2019: 0%**

USD

\$0.00

176 (Monthly Calculation)

Standby Rate

Rate Effective Date
Always Use Current
Rate



**Ownership
Cost (Monthly)**

**Operating
Cost (Monthly)**

**Your Adjusted
Standby Hourly Rate**

Commissioners Court - Regular Session**84.****Meeting Date:** 02/25/2025

FM 971 (Granger) AtkinsRéalís PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the FM 971 (Granger) contract executed March 19, 2024, between Williamson County and AtkinsRéalís relating to the 2023 Road Bond Program.

Project: P688 Funding source: Road Bonds

Background

The AtkinsRéalís Contract Amendment No. 1 increases the compensation cap by \$42,000.00 from \$160,000.00 to \$202,000.00 to allow for the execution of a SWA to authorize the addition of a design summary report per TxDOT Roadway Design Manual and construction phase services.

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

FM971Granger-AtkinsRealis-PSAAmendment01

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 12:00 PM

Started On: 02/19/2025 08:41 PM

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
FM 971 (Granger) ("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 AtkinsRéalis USA Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (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 \$ 160,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 160,000.00 to \$ 202,000.00, reflecting a total increase of \$ 42,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

COUNTY:

By: Daphne King
Signature

By: _____
Signature

Daphne King
Printed Name

Printed Name

Division Manager
Title

Title

1-31-2025
Date

Date

APPROVED

By Christen Eschberger at 11:54 am, Feb 20, 2025

Commissioners Court - Regular Session**85.****Meeting Date:** 02/25/2025

FM 971 Donation from Granger ISD

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 accepting a donation of 0.0957 acres for right of way on the FM 971 project from Granger Independent School District. Funding Source: Bonds P688

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Waiver and Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 10:06 AM

Started On: 02/19/2025 05:10 PM

Donation Waiver

FM 971 Right Turn Lane Improvement (WILCO 2023 Bond Project 4.13)

Parcel No.: GISD
TxDoT CSJ: 1202-02-018
Highway: FM 971 Right Turn Lane
Owner: Granger Independent School District

Williamson County 2023 Bond Project Coordinator
HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78684

Dear HNTB:

This letter is to confirm and acknowledge that Granger Independent School District ("Owner") has been informed of its entitlement to receive fair market value payment for the proposed right-of-way parcel(s) identified above, as set out in Title III of the Uniform Relocation and Real Property Policies Act of 1970.

After being informed of these procedures it is our desire to waive our right to just compensation as well as the right of appraisal and choose to donate this required right-of-way and/or easement parcel(s) so that the proposed roadway construction Project may proceed in a timely fashion for the benefit of Owner.

Therefore, we would like to offer to donate or otherwise dedicate or transfer free and clear of any monetary liens or encumbrances to Williamson County, Texas ("County"), approximately **0.096 acre (4,169 SF)** in fee simple by conveyance in the location as shown or in the form otherwise as described in Exhibit "A" attached hereto and incorporated herein.

Sincerely,

GRANGER INDEPENDENT SCHOOL DISTRICT

By: 

Name: Daryl Stelek

Title: Board President

Date: 2/12/25

EXHIBIT "A"
PROPERTY LOCATION EXHIBIT/PROPOSED
DONATION DEED FORM FOLLOWS

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED

FM 971 Right Turn Lane Project

TxDOT ROW CSJ: 1202-02-018

Parcel No.: GISD

Grantor(s), whether one or more:

GRANGER INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address (including county):

P.O. Box 578
Granger, Texas 76530
Williamson County

Grantee:

WILLIAMSON COUNTY, TEXAS

Grantee's Authority:

Williamson County, Texas, a political subdivision of the State of Texas, has been authorized under the Texas Transportation Code, Chapter 222 and/or agreements with the State of Texas, acting through the Texas Transportation Commission and the Texas Department of Transportation, to acquire property or otherwise provide assistance to develop, construct, and/or operate a project on the state highway system on behalf of or in participation with the State of Texas.

Grantee's Mailing Address (including county):

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.



Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described by metes and bounds in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A", if any. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, donates, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

GRANGER INDEPENDENT SCHOOL DISTRICT

By: 

Name: Daryl Stefek

Title: Board President

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by
_____, in the capacity and for the purposes and consideration recited
herein.

Notary Public—State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Acknowledgement

State of Texas
County of Williamson

This instrument was acknowledged before me on _____ by Bill
Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

DESCRIPTION FOR 0.0957 ACRE RIGHT-OF-WAY

BEING a 0.0957 of one acre (4,170 square foot) parcel of land, out of the Domingo Perez Survey, Abstract No. 503, Williamson County, Texas, being a portion of that tract described as 42.568 acres conveyed to Granger Independent School District by Special Warranty Deed dated March 25, 2022, as recorded in Document No. 2022038073, Official Public Records, Williamson County, Texas; said 0.0957 of one acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at an exterior ell corner in the north line of said 42.568 acre Granger Independent School District tract, and the northeast corner of that tract described as 2.00 acres conveyed to Beverly L. Werley by General Warranty Deed, as recorded in Document No. 2022016350, Official Public Records, Williamson County, Texas, and being in the existing south right-of-way line of FM 971 (80 foot width right-of-way), said POINT OF BEGINNING having Surface Coordinates of N=10,239,092.13, E=3,211,471.52, from which 1/2-inch iron rod found at an exterior ell corner in the north line of said 42.568 acre Granger Independent School District tract, and the northwest corner of said 2.00 acre Werley tract, being in the existing south right-of-way line of FM 971, bears South 68°11'44" West 223.04 feet;

THENCE, along the north line of said 42.568 acre Granger Independent School District tract, and the existing south right-of-way line of FM 971, the following two (2) courses, numbered 1 and 2:

- 1) **North 68°17'36" East 306.03 feet** to a calculated point, and
- 2) **North 67°26'34" East 142.81 feet** to a 5/8-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of FM 971, from which a 1/2-inch iron rod with "Goodwin Lasiter" cap found at the northeast corner of said 42.568 acre Granger Independent School District tract, and the northwest corner of that tract described as 5.0 acres conveyed to Douglas Hickman by Special Warranty Deed, as recorded in Document No. 2023031993, Official Public Records, Williamson County, Texas, being in the existing south right-of-way line of FM 971, bears North 67°26'34" East 252.35 feet;

THENCE, along the proposed south right-of-way line of FM 971, crossing said 42.568 acre Granger Independent School District tract, the following eight (8) courses, numbered 3 through 10:

- 3) **South 22°59'11" East 8.08 feet** to a 5/8-inch iron rod with "McGray McGray" cap set,
- 4) **South 67°19'36" West 83.34 feet** to a 5/8-inch iron rod with "McGray McGray" cap set,
- 5) **South 66°54'08" West 52.65 feet** to a 5/8-inch iron rod with "McGray McGray" cap set,
- 6) **South 67°50'33" West 78.00 feet** to a 5/8-inch iron rod with "McGray McGray" cap set,
- 7) **South 66°49'52" West 47.07 feet** to a 5/8-inch iron rod with "McGray McGray" cap set,
- 8) **South 68°02'45" West 105.08 feet** to a 5/8-inch iron rod with "McGray McGray" cap found,
- 9) **South 69°37'26" West 51.44 feet** to a 5/8-inch iron rod with "McGray McGray" cap set, and
- 10) **South 77°13'19" West 31.73 feet** to a 5/8-inch iron rod with "McGray McGray" cap set in the north line of said 42.568 acre Granger Independent School District tract, and the east line of said 2.00 acre Werley tract;

0.0957 Acre Right-of-Way

11)THENCE, along the north line of said 42.568 acre Granger Independent School District tract, and the east line of said 2.00 acre Werley tract, **North 23°23'36" West 4.79 feet** to the POINT OF BEGINNING and containing 0.0957 of one acre (4,170 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, Central Zone (4203), NAD83 (2011) EPOCH 2010.00.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



01/23/2025

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\WILCO~24-083~FM971 WA1\Description\ROW~0.0957 Ac

Issued 01/23/2025

WCAD ID R013269

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.0957 AC. OR 4,170 SQ. FT. OF LAND
OUT OF DOMINGO PEREZ SURVEY, ABSTRACT NO. 503,
WILLIAMSON COUNTY, TEXAS

TITLE COMMITMENT NOTE:
COMMITMENT FOR TITLE INSURANCE PREPARED BY:
G.F. NO. 612403341
EFFECTIVE DATE: NOVEMBER 22, 2024
ISSUED DATE: DECEMBER 02, 2024

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY. ITEMS LISTED ARE WORDED ACCORDING TO THE COMMITMENT FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS. []

1) ITEM 1, SCHEDULE B IS HEREBY DELETED.

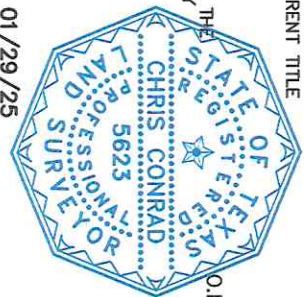
10) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- c. EASEMENT:
RECORDED: VOLUME 278, PAGE 354, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS
TO: TEXAS POWER & LIGHT COMPANY
PURPOSE: PUBLIC UTILITIES
[POSSIBLY SUBJECT TO- UNABLE TO PLOT WITH DESCRIPTION GIVEN]
- d. EASEMENT AND RIGHT OF WAY:
RECORDED: 328, PAGE 42, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS
TO: TEXAS POWER & LIGHT COMPANY
PURPOSE: PUBLIC UTILITIES
[POSSIBLY SUBJECT TO- UNABLE TO PLOT WITH DESCRIPTION GIVEN]
- e. EASEMENT:
RECORDED: VOLUME 595, PAGE 379, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS
TO: UNITED STATES OF AMERICA
PURPOSE: FLOOD CONTROL
[POSSIBLY SUBJECT TO- UNABLE TO PLOT WITH DESCRIPTION GIVEN]
- f. EASEMENT:
RECORDED: VOLUME 600, PAGE 738, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS
TO: TEXAS POWER & LIGHT COMPANY
PURPOSE: PUBLIC UTILITIES
[POSSIBLY SUBJECT TO- UNABLE TO PLOT WITH DESCRIPTION GIVEN]
- g. RIGHT-OF-WAY EASEMENT:
RECORDED: VOLUME 1792, PAGE 7, OFFICIAL RECORDS,
WILLIAMSON COUNTY, TEXAS
TO: KOCH REFINING COMPANY
PURPOSE: PIPELINE
[DOES NOT AFFECT]

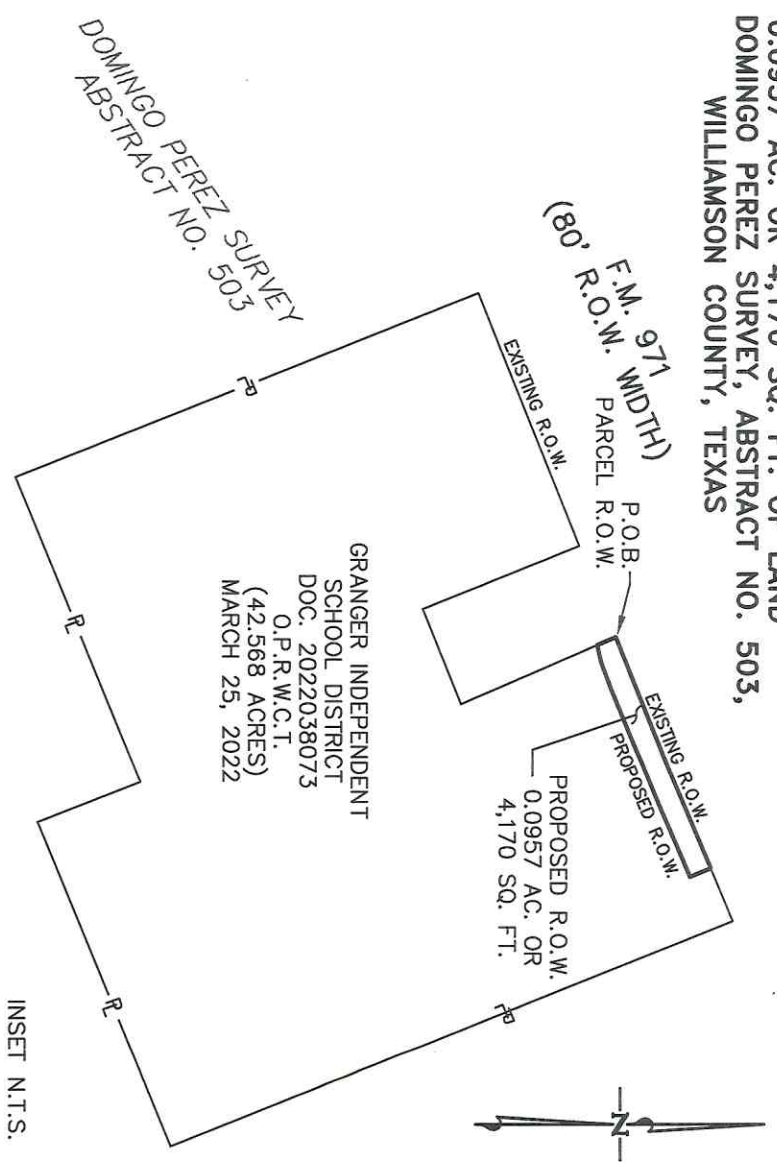
NOTES:
1. THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. ALL COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND CAN BE ADJUSTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A CURRENT TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY, G.F. NO. 612403341, EFFECTIVE NOVEMBER 22, 2024.

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER DIRECTION AND SUPERVISION.

[Signature]



CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 01/29/25
Note: There is a description to accompany this plat.




LEGEND

- 5/8" IRON ROD CAP STAMPED "MCGRAY MCGRAY"
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD CAP FOUND STAMPED "GOODWIN LASITER"
- CALCULATED POINT
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- NOT TO SCALE
- POINT OF BEGINNING
- RIGHT OF WAY
- PROPERTY LINE

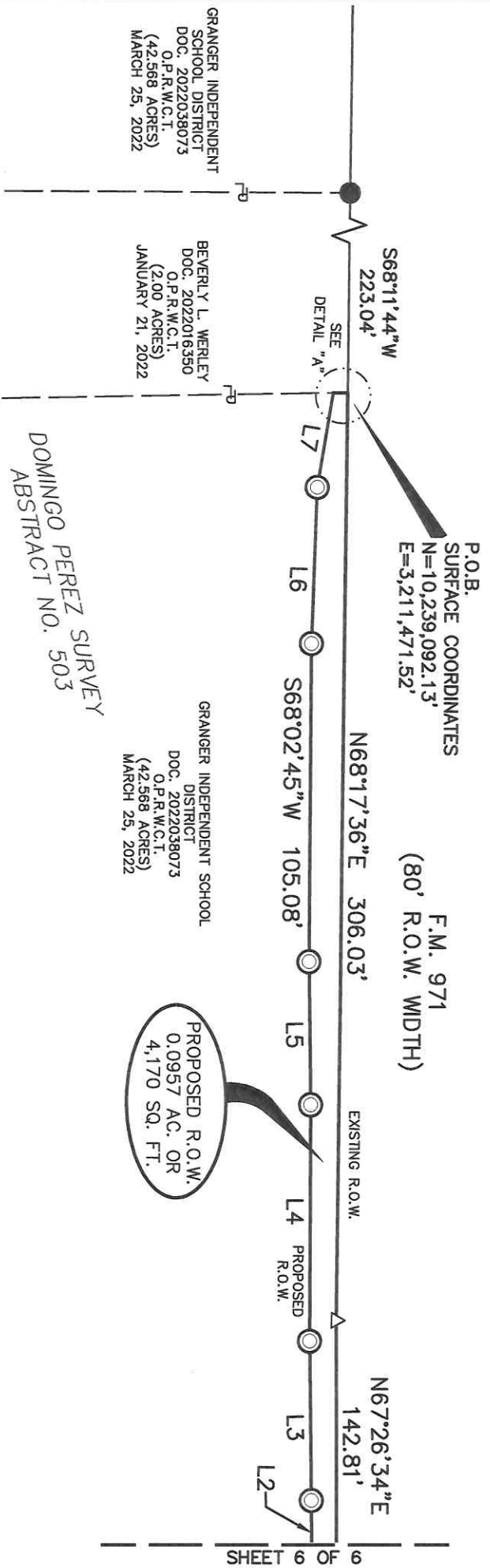
WCAD ID: R013269

INSET N.T.S.

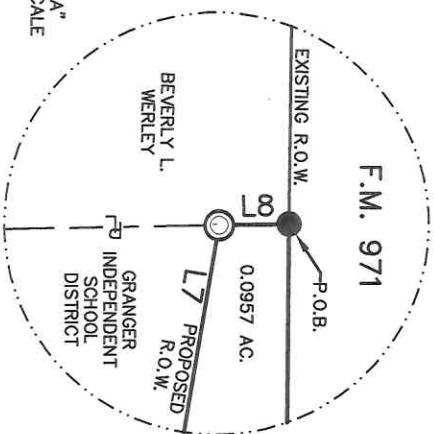
REVISIONS			
-	-	ADDRESSED TITLE COMMITMENT	
01/29/2025			
AREA TABLE - ACRES (SQUARE FEET)			
WHOLE PROPERTY	ACQUISITION	REMAINDER	
42.568 AC. (1,854,262 SF.)	0.0957 AC. (4,170 SF.)	42.472 AC. (1,850,093 SF.)	
<div><p>McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 MCGRAY.COM (512) 451-8591 TBPELS SURVEY FIRM #10095500</p></div>			
SCALE:	1" = 50'		
DATE:	1/29/25	TECH:	KG
PROJECT:	24-083	FIELD:	JD
FIELD BOOK:	2438/13	SHEET:	4 OF 6

SKETCH TO ACCOMPANY DESCRIPTION
 OF 0.0957 AC. OR 4,170 SQ. FT. OF LAND
 OUT OF DOMINGO PEREZ SURVEY, ABSTRACT NO. 503,
 WILLIAMSON COUNTY, TEXAS

SCALE 1" = 50'



LINE TABLE		
LINE#	BEARING	DISTANCE
L2	S67°19'36"W	83.34'
L3	S66°54'08"W	52.65'
L4	S67°50'33"W	78.00'
L5	S66°49'52"W	47.07'
L6	S69°37'26"W	51.44'
L7	S77°13'19"W	31.73'
L8	N23°23'36"W	4.79'



McGRAY & McGRAY
LAND SURVEYORS, INC.
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 MCGRAY.COM (512) 451-8591
 TBPELS SURVEY FIRM #100955500

SCALE:	1" = 50'	
DATE:	1/29/25	TECH: KG
PROJECT:	24-083	FIELD: JD
FIELD BOOK:	2438/13	SHEET: 5 OF 6

SKETCH TO ACCOMPANY DESCRIPTION
OF 0.0957 AC. OR 4,170 SQ. FT. OF LAND
OUT OF DOMINGO PEREZ SURVEY, ABSTRACT NO. 503,
WILLIAMSON COUNTY, TEXAS

SCALE 1" = 50'



SHEET 5 OF 6

F.M. 971
(80' R.O.W. WIDTH)

142.81'

EXISTING R.O.W.

N67°26'34"E 252.35'

PROPOSED
R.O.W.
L2

SEE
DETAIL "B"

PROPOSED R.O.W.
0.0957 AC. OR
4,170 SQ. FT.

GRANGER INDEPENDENT SCHOOL
DISTRICT
DOC. 2022038073
O.P.R.W.C.T.
(42,568 ACRES)
MARCH 25, 2022

DOUGLAS HICKMAN
DOC. 2023031993
O.P.R.W.C.T.
(5.0 ACRES)
APRIL 21, 2023

DOMINGO PEREZ SURVEY
ABSTRACT NO. 503

F.M. 971

EXISTING R.O.W.

0.0957 AC.

PROPOSED
R.O.W.
L2

GRANGER
INDEPENDENT
SCHOOL
DISTRICT

DETAIL "B"
NOT TO SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S22°59'11"E	8.08'
L2	S67°19'36"W	83.34'

WCAD ID: R013269

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE: 1" = 50'

DATE:	1/29/25	TECH:	KG
PROJECT:	24-083	FIELD:	JD
FIELD BOOK:	2438/13	SHEET:	6 OF 6

Commissioners Court - Regular Session**86.****Meeting Date:** 02/25/2025

Liberty Hill Bypass Segment 3 Right of Entry Agreement (per request of Commissioner Long)

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 right of entry agreement with Oldcastle Materials Texas Production Assets Company, LLC required for the Liberty Hill Bypass Segment 3 project. Funding Source: Bonds P663

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

ROE

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 09:43 AM

Started On: 02/19/2025 05:12 PM



Williamson County Right-of-Entry (ROE) Form
2023 Road Bond – Liberty Hill Bypass East (Segment 3)

Property ID: R499759

Parcel: #11

Property Owner: Old Castle Materials Texas Production Assets Company, LLC

Property Addresses: 11735 W SH 29, Liberty Hill, TX 78642

Williamson County (County) and its subcontractors and agents are requesting limited access to your property adjacent to or within the project improvement area to perform tasks necessary for road design or construction of the LIBERTY HILL BYPASS EAST (SEG. 3) PROJECT. Some of the tasks necessary may be:

Land and topographical surveying, engineering, environmental surveying, archaeological or historical studies, core-drilling, geotechnical studies and testing, appraisal or other related tasks. This right-of-entry authorization shall expire twelve (12) months after the date indicated below, unless otherwise noted in the comment section below.

The County and its contractors will make every effort possible to keep any disturbance to your property's current state to a minimum. Any holes dug, because of shovel testing will be refilled, and the property restored to its prior condition.

Permission is hereby granted for uses and purposes described above. The County is subject to remuneration if physical damages are done by County representatives. Damages must be submitted in writing to the County within 30 calendar days of the date of occurrence.

Owner's or Representative's Signature and Date

Phone Number

Printed Name

E-mail Address

Comments. Please use this space to inform us of any comments, contact information, phone numbers, or special conditions you would like us to observe. (Access Instructions, Locked Gate Combinations, Lessees' or Tenants' Names, Addresses, and Phone Numbers, etc.)

Please sign, initial and return "Access Agreement" including Exhibit B, Certificate of Liability Insurance. (See attached 5 pages, Access Agreement)
Upon receipt of Signed "Access Agreement", Texas Materials will return a fully executed Williamson Co. ROE Form and Access Agreement.

Mike Brown
10/21/24

ACCESS AGREEMENT

This Access Agreement ("**Agreement**"), effective February____, 2025, is entered into by **Oldcastle Materials Texas Production Assets Company, LLC ("Owner")** and **Williamson County, Texas and its agents and subcontractors ("Contractor")**. Owner agrees to grant to Contractor non-exclusive access to a portion of Owner's property more specifically described in Exhibit "A" attached hereto ("**Property**") for the limited purpose of allowing Contractor, its employees and agents to perform tasks necessary for road design or construction of the LIBERTY HILL BYPASS EAST (SEG. 3) PROJECT. Some of the tasks necessary may be: Land and topographical surveying, engineering, environmental surveying, archaeological or historical studies, core-drilling, geotechnical studies and testing, appraisal or other related tasks, a route survey for possible water easements ("**Project**"). In consideration of the mutual covenants set forth herein, Owner and Contractor agree as follows:

1. **ACCESS:** Owner hereby grants to Contractor non-exclusive access to the Property for the sole and limited purposes set forth above, and for no other purposes whatsoever. Contractor warrants and represents that no illegal activity will be conducted on the Property and that all work or other Contractor activities on the Property will be performed in a safe manner. In the event that contractor breaches any portion of this Access Agreement, including but not limited to carrying on its operations upon the Property in an unsafe manner, or conducting activities upon the Property beyond those activities permitted under this Agreement, Owner may revoke this Agreement by providing Contractor with seven days notice of its intention to do so, such revocation to become final at the end of the seven day notice period set forth hereunder. In addition, Owner shall have all other rights and causes of action against Contractor, legal, equitable or otherwise, including (but not limited to) asserting causes of action for breach of contract.

2. **RELEASE:** Contractor acknowledges that this Agreement is entered into for the convenience of Contractor and that Owner assumes no responsibility whatsoever for, and exercises no rights of ownership or control over, Contractor's activities. Contractor does hereby agree to release Owner, its affiliated companies, their employees, officers, insurers, successors, agents, and assigns (collectively referenced as "**Releasees**") from and against any and all damages, losses (including, without limitation, losses from theft and/or vandalism), claims, liabilities, or expenses arising out of, or in any way related to, Contractor's access to or work on the Property. In addition, at the time of termination of this Agreement, Contractor will restore the Property to its condition immediately preceding commencement of this Agreement. In the event that any archaeological sites are discovered, the treatment and proper handling thereof shall be the sole responsibility of Contractor.

3. **ACCESS FEE & TERM:** Contractor shall pay Owner the sum of **One Dollar (\$1.00)** for the right to access the Property as specified in this Agreement. This Agreement shall terminate October 31, 2025, unless the parties mutually agree (in writing) to extend the Agreement thereafter.

4. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Owner, its officers, employees, agents, insurers, sureties, parent, and affiliated corporations, harmless from any and all losses, damages, expenses (including but not limited to reasonable attorneys' and experts' fees), claims, suits, liabilities, fines, penalties, and remedial or clean-up costs arising out of or in any way related to: (i) Contractor's access to the Property; (ii) any breach of this Agreement; or (iii) any act or omission by Contractor, its invitees, or any person performing work directly

Contractor Initials:

or indirectly on behalf of Contractor, regardless of whether Owner is partially at fault. Contractor's indemnity and defense obligations shall apply to any claim against Owner by any employee of Contractor. In addition, Contractor shall include a provision in any contractors or subcontracts it enters into with third parties requiring such third parties to agree to indemnify and hold Owner harmless as set forth under this Paragraph.

5. INSURANCE: Contractor and each of its contract agents shall maintain: (i) worker's compensation and employer's liability insurance to fully protect against loss from personal injury, including death, to any of their employees; and (ii) comprehensive automobile liability, general liability, excess or umbrella coverage, and property damage insurance. Umbrella or excess coverage may be used to satisfy the required limits. The minimum required limits are as follows: Workers Compensation Coverage A-Statutory Limits; Workers Compensation Coverage B-\$1,000,000 per occurrence; Auto Liability-\$1,000,000 Combined Single Limit; General Liability-\$1,000,000 per occurrence and having minimum aggregate limits of \$2,000,000 or greater; and Excess or Umbrella coverage with minimum limits not less than \$1,000,000. All coverage shall be provided on an "occurrence" basis and not on a "claims made" basis. All such insurance shall be written by insurers properly licensed to do business in the state where the Property is located and acceptable to Owner. All policies, except for worker's compensation policies, shall name Owner as an additional insured on a primary basis. Owner's coverage shall be deemed secondary and noncontributory. Contractor shall indemnify, defend, and protect Owner from all claims, expenses and liabilities in any way connected with any act or omission of Contractor, its invitees, or any person performing work directly or indirectly on behalf of Contractor, regardless of whether Owner is partially at fault. All insurance shall expressly provide that all rights of subrogation against Owner are waived and that no amendment or cancellation of any policy shall be effective until 30 days prior written notice to Owner. Before accessing the Property and at any time Owner so requests, Contractor shall furnish certificates of insurance evidencing the required insurance. The insurance certificate shall be in the form and substance attached hereto as Exhibit "B".

6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and contains all the terms agreed to by the parties. No representation, warranty, promise, inducement or statement of intention has been made by any party hereto which is not embodied in the Agreement and neither party shall be bound by or liable for any alleged representation, warranty, promise, inducement, or statement or intention not so set forth. Any modification of this Agreement must be in writing and signed by both parties.

7. MANDATORY BINDING ARBITRATION: All claims or controversies arising out of or related to this Agreement, including any claims involving Contractor's sureties and insurers, shall be submitted to and resolved by binding arbitration by a single arbitrator in the county and state where the Property is located]. The American Arbitration Association ("AAA") shall conduct the arbitration unless the parties mutually agree to use an alternative arbitration service. Judgment upon any award made by the arbitrator may be entered in any court having jurisdiction thereof, if necessary.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year noted above.

Williamson County

By: _____

Print Name: Bill Gravell, Jr., County Judge _____

Its: _____

Owner

By: _____

Print Name: _____

Its: _____

Exhibit "A"

Property ID: R499759

Parcel: #11

Property Addresses: 11735 W SH 29, Liberty Hill, TX 78642

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC -CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249		CONTACT NAME: Danelle Touchstone PHONE (A/C, No, Ext): 210 524-2094 FAX (A/C, No): 610 537-1904 E-MAIL ADDRESS: danelle.touchstone@usi.com															
INSURED McGray & McGray Land Surveyors, Inc. 3301 Hancock Drive, Suite 6 Austin, TX 78731		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Utica Specialty Risk Insurance Company</td> <td>43451</td> </tr> <tr> <td>INSURER B : Republic Franklin Insurance Company</td> <td>12475</td> </tr> <tr> <td>INSURER C : Utica National Insurance Company of TX</td> <td>43478</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER F : National Liability & Fire Insurance Co.</td> <td>20052</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Utica Specialty Risk Insurance Company	43451	INSURER B : Republic Franklin Insurance Company	12475	INSURER C : Utica National Insurance Company of TX	43478	INSURER D : Continental Casualty Company	20443	INSURER E : Hanover Insurance Company	22292	INSURER F : National Liability & Fire Insurance Co.	20052
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP5466475	06/29/2024	06/29/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5457681	06/29/2024	06/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			CULP5466476	06/29/2024	06/29/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5457682	06/29/2024	06/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Profess/Poll Liab			LSH113788592	06/29/2024	06/29/2025	\$5,000,000 aggregate
E	Leased/Rented Equ			IHDD27510707	06/29/2024	06/29/2025	\$25,000 any one item
F	Unmanned Air liab			SIHL1579	06/29/2024	06/29/2025	\$1,000,000 ea occurrenc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability & Business Auto Policies include a Blanket automatic Additional Insured endorsement which provides Additional Insured status to the Certificate Holder when there is a written contract which requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability, Business Auto, and Workers Compensation Policies include a Blanket automatic Waiver of subrogation in favor of the Certificate Holder when there is a written contract which (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

LJA Engineering, Inc.
 2700 La Frontera Blvd Suite 200
 Round Rock, TX 78681

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony J. Davis

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DESCRIPTIONS (Continued from Page 1)

requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability, Business Auto and Workers Compensation Policies include a 30-Day Notice of Cancellation (10-Day Notice of Cancellation applies when cancelled for non-payment of premium)

Description of Operations: RE: Liberty Hill Bypass Segment 3, Williamson County - LJA Job No. 2291-2402. LJA Engineering, Inc. and Williamson County, Texas as additional insured(s).

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E.Camelback Rd. Suite 740 Phoenix, AZ 85016	CONTACT NAME: Justin Evans PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: justin.evans@usi.com														
INSURED SWCA, Incorporated 20 East Thomas Road, Suite 1700 Phoenix, AZ 85012	<table border="1"> <thead> <tr> <th data-bbox="815 422 1435 449">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 422 1563 449">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 449 1435 476">INSURER A : Continental Insurance Company</td> <td data-bbox="1435 449 1563 476">35289</td> </tr> <tr> <td data-bbox="815 476 1435 504">INSURER B : National Fire Insurance Co. of Hartford</td> <td data-bbox="1435 476 1563 504">20478</td> </tr> <tr> <td data-bbox="815 504 1435 531">INSURER C : Valley Forge Insurance Company</td> <td data-bbox="1435 504 1563 531">20508</td> </tr> <tr> <td data-bbox="815 531 1435 558">INSURER D : Steadfast Insurance Company</td> <td data-bbox="1435 531 1563 558">26387</td> </tr> <tr> <td data-bbox="815 558 1435 585">INSURER E : Continental Casualty Company</td> <td data-bbox="1435 558 1563 585">20443</td> </tr> <tr> <td data-bbox="815 585 1435 613">INSURER F :</td> <td data-bbox="1435 585 1563 613"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : National Fire Insurance Co. of Hartford	20478	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Steadfast Insurance Company	26387	INSURER E : Continental Casualty Company	20443	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	7039732036	07/26/2024	08/25/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Max Agg \$10,000,000
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	7039732053	07/26/2024	08/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	7039732084	07/26/2024	08/25/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N		X	7039732070 (AOS)	07/26/2024	08/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	7039732067 (CA)	07/26/2024	08/25/2025	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Enviro. Liab Prof			PEC992416902	07/26/2024	08/25/2025	\$15,000,000 Each Claim
D	Contractors Poll*	X	X	PEC992416902	07/26/2024	08/25/2025	\$15,000,000 Aggregate
	Prof -Claims Made						\$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****Environmental Professional Liability Policy Each Claim/Aggregate Limits / Retro Dates as follows:**

\$15,000,000/\$15,000,000 retro date 7/26/2022; \$10,000,000/\$10,000,000 retro date 7/26/2019 7/25/2022


\$5,000,000/\$5,000,000 retro date 2/28/1990 7/25/2019

****Various other Coverages/Limits Retro Dates Apply. *Pollution Liability Occurrence Form 7/26/2022.**

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

LJA Engineering 2700 La Frontera, Suite 150 Round Rock, TX 78681-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies include an automatic Additional Insured endorsement/language in coverage form that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regards to work performed on behalf of the Named Insured. The General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies contain a special endorsement/language in coverage form with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability, Pollution Liability and Workers Compensation policies provide Waiver of Subrogation when required by written contract. The General Liability, Automobile Liability and Workers Compensation Policies extend from the underlying to the Umbrella policy. The General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. The Primary Excess Liability to follow form on the underlying policy coverage schedule. Coverage and the limits are in addition to those provided by the General Liability, Automobile Liability, and Workers Compensation.

RE: Liberty Hill Bypass, SW Bypass Extension, Ronald Reagan Corridor, Corridor A2 Segment 1 and Corridor A2 Segment 2, Corridor A3

Additional Insured Includes: LJA Engineering, its affiliates, owners, etc.

EXHIBIT "B-3"



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins Co</td> <td>19410</td> </tr> <tr> <td>INSURER C: Allied World Surplus Lines Insurance Co</td> <td>24319</td> </tr> <tr> <td>INSURER D: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER E: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: Commerce & Industry Ins Co	19410	INSURER C: Allied World Surplus Lines Insurance Co	24319	INSURER D: Zurich American Ins Co	16535	INSURER E: Illinois Union Insurance Company	27960	INSURER F:	
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INSURER B: Commerce & Industry Ins Co	19410														
INSURER C: Allied World Surplus Lines Insurance Co	24319														
INSURER D: Zurich American Ins Co	16535														
INSURER E: Illinois Union Insurance Company	27960														
INSURER F:															
INSURED Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA															

COVERAGES

CERTIFICATE NUMBER: 570110164898

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5361923	01/01/2024	07/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PER PROJECT GENERAL AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0305096-05	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE018993868	01/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC030509505	10/31/2024	10/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O - Professional Liability - Primary			03121277 Claims Made SIR applies per policy terms & conditions	12/31/2023	06/30/2025	Aggregate Limit \$2,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project: Liberty Hill Bypass Segment 3.

2291-2402

CERTIFICATE HOLDER

CANCELLATION

LJA Engineering, Inc. 2700 La Frontera Boulevard, Suite 200 Round Rock TX 78681 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Holder Identifier :

Certificate No : 570110164898



THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL POLICIES	If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.
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Commissioners Court - Regular Session

87.

Meeting Date: 02/25/2025

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 a 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: Bud Stockton Dr.
- 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 the 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 Arterial 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 the acquisition of real property for CR 175.
- 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 the proposed or potential sale or lease of property owned by the County

- a) Discuss country-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 at 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property
- e) Discuss the potential sale of Williamson County-owned properties within the downtown Georgetown area.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 09:58 AM

Started On: 02/19/2025 05:18 PM

Commissioners Court - Regular Session**88.****Meeting Date:** 02/25/2025

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 Garden
- c) Project School Bus
- d) Project Lunch Lady
- e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/20/2025

Reviewed By

Delia Colon

Date

02/20/2025 09:59 AM

Started On: 02/19/2025 05:19 PM